



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 36]

नई दिल्ली, शनिवार, सितम्बर 4, 1993/भाद्र 13, 1915

NO. 36]

NEW DELHI, SATURDAY, SEPTEMBER 4, 1993/BHADRA 13, 1915

इस भाग में भिन्न-दृष्ट संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government
of India (other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

(न्यायिक प्रभाग)

सूचना

नई दिल्ली, 23 जुलाई, 1993

का. आ. 1846.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राम मोहन राय, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे पानोपत (हरियाणा) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5(77)/93-न्यायिक]

पी. सी. कन्नन, सक्षम प्राधिकारी

1844 GI/93—1.

MINISTRY OF LAW, JUSTICE AND COMPANY
AFFAIRS

(Department of Legal Affairs)

(Judicial Section)

NOTICE

New Delhi, the 23rd July, 1993

S.O. 1846.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Ram Mohan Rai Advocate for appointment as a Notary to practise in Panipat (Haryana).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(77)/93-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 23 जुलाई, 1993

का. आ. 1847.—नॉटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री भागचन्द बकलोवाल, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे भालियर (मध्य प्रदेश) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किता भी प्रकार का आदेश इस सूचना के प्रकाशन के चौदह दिन के भीतर निहित था जो मेरे पास भेजा जाए।

[सं. 5(75)/93-आयिक]

पी. सी. कन्नन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 23rd July, 1993

S.O. 1847.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Bhagchand Bakliwal Advocate for appointment as a Notary to practise in Gwalior (Madhya Pradesh).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(75)/93-Judl]

P. C. KANNAN, Competent Authority.

वित्त मंत्रालय

(प्राधिकार कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 30 जुलाई, 1993

का. आ. 1848.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक को सिफारिश पर, एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध बैंक आफ मद्रास लि. पर 12 मार्च, 1995 की अवधि तक के लिए ग्राम वन्दनापुरी, ताल्लुक अम्बलपुजहा, जिला अलेप्पी, केरल राज्य में स्थित 4.51 एकड़ की अचल सम्पत्ति के सम्बन्ध लागू नहीं होंगे।

[सं. 15/5/90-बी ओ ए]

के. के. मंगल, अव्वर सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 30th July, 1993

S.O. 1848.—In pursuance of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to Bank of Madura Ltd. for a period upto 12th March, 1995 in respect of the immovable property of 4.51 acres situated at Vandannamuri Village, Ambalapuzha Taluka, Alleppey District, Kerala State.

[No. 15/5/90-BOA]

K. K. MANGAL, Under Secy.

मुख्य आयकर आयुक्त का कार्यालय

(आयकर)

अहमदाबाद, 30 जुलाई, 1993

का. आ. 1849.—बोर्ड के तारीख 11 अक्टूबर, 1990 (एस. ओ. नं. 777(इ) का. नं. 279/121/89-आई. टी. जे. नं. 8748 की अधिसूचना जिसमें कि बोर्ड के तारीख 8 जुलाई, 1993 [एस. ओ. नं. 505(इ)] का. नं. 261/2/93-आई. टी. (जे) द्वारा संशोधन किया गया है, के अनुसरण में, इसके द्वारा मुख्य आयकर आयुक्त, अहमदाबाद निदेश देते हैं कि आयकर आयुक्त (अपील)-8, अहमदाबाद उन व्यक्तियों के संबंध में कार्य करेंगे, जिनका आयकर या अधिकार प्रश्न ब्याजकर का निर्धारण नीचे अनुसूची में विनिर्दिष्ट आयकर बोर्ड, सर्कल तथा रेंज कार्यालयों के अंतर्गत किया जाना है, आयकर अधिनियम, 1961 (1961 का 43) की धारा 246 की उप-धारा (2) के खंड (ए) से लेकर (एच) तक उल्लिखित आदेशों से अथवा कम्पनी (लाभ) अधिकार अधिनियम, 1964 (1964 के 7) की धारा 11 में अथवा ब्याज कर अधिनियम, 1974 (1974 के 45) की धारा 15 की उप-धारा (1) में उल्लिखित आदेशों से असंजुट हों, साथ ही उन व्यक्तियों या व्यक्ति प्रयोगों के मामले जिनके संबंध में बोर्ड ने निदेश दिया हो, अथवा आयकर अधिनियम, 1961 की धारा 246 की उप-धारा-2 के खंड (एच) के प्रावधानों के अनुरूप केन्द्रीय प्रत्यक्ष कर बोर्ड अथवा निम्न हस्ताक्षरी द्वारा जिनके संबंध में भविष्य में कोई निदेश दे सकते हैं।

(ए) निम्नलिखित आयकर उप आयुक्त या निर्धारण अधिकारी जो निम्न अधिकार क्षेत्र में आते हों:—

- (1) आयकर उपायुक्त, अहमदाबाद, रेंज-8, अहमदाबाद।
- (2) आयकर उपायुक्त (निर्धारण) विशेष रेंज-5, अहमदाबाद।
- (3) संवदा शुल्क सर्कल (एस्टेट ड्यूटी सर्कल)।

(बी) आयकर [आयुक्त, गुजरात-3, अहमदाबाद के प्रभार से अन्य कोई भी सर्कल/वार्ड या रेंज कार्यालय जो इस आदेश के अधीन विनिर्दिष्ट रूप से किसी अन्य आयकर आयुक्त (अपील) को सुपुर्द नहीं किए गए हों।

2. आयकर गुजरात (अपील)-1, 2, 3, 4, 5, 7 अहमदाबाद के संबंध में जारी की गई पूर्व अधिसूचनाओं का अधिक्रमण करते हुए मुख्य आयकर आयुक्त, अहमदाबाद तथा मुख्य आयकर आयुक्त-2, अहमदाबाद इसके द्वारा निदेश देते हैं कि इस अधिसूचना के साथ संलग्न अनुसूची के कालम-2 में उल्लिखित आयकर आयुक्त (अपील) उन व्यक्तियों के सम्बन्ध में कार्य करेंगे जिनका निर्धारण अनुसूची कालम-3 में विनिर्दिष्ट आयकर वार्ड, सर्कल तथा रेंज कार्यालयों में किया जाता है।

3. यह अधिमूचना तारीख 9 अगस्त, 1993 में लागू होगी ।

अनुसूची

क्रमांक आयकर आयुक्त पारित आदेशों के खिलाफ (अपील) का प्रभार अपीलों पर अधिकारिता तथा मुख्यालय

1	2	3
1. आयकर आयुक्त (अपील)-I, अहमदाबाद	(ए) निम्नलिखित आयकर उप आयुक्त या निर्धारण अधिकारी जो निम्न क्षेत्राधिकार के अन्तर्गत आते हैं : (i) आयकर उप आयुक्त, अहमदाबाद रेंज-3, अहमदाबाद तथा पालनपुर । (ii) आयकर उप आयुक्त, अहमदाबाद रेंज-9, अहमदाबाद ।	
2. आयकर आयुक्त (अपील)-II	(ए) निम्नलिखित आयकर उप आयुक्त या निर्धारण अधिकारी जो निम्न क्षेत्राधिकार के अन्तर्गत आते हैं : (i) आयकर उप आयुक्त, अहमदाबाद रेंज-2, अहमदाबाद, हिम्मतनगर एवं मोडासा । (ii) आयकर उप आयुक्त (निर्धारण), विशेष रेंज-3, अहमदाबाद । (iii) आयकर उप आयुक्त (निर्धारण), विशेष रेंज-6, अहमदाबाद । (बी) आयकर आयुक्त, गुजरात-2, अहमदाबाद के प्रभार के अन्य कोई भी सर्कल वार्ड या रेंज कार्यालय इस आदेश के अधीन विनिर्दिष्ट रूप से अन्य किसी आयकर आयुक्त (अपील) को सुपुर्द नहीं किए गए हों ।	
3. आयकर आयुक्त (अपील)-III	(ए) निम्नलिखित आयकर उप आयुक्त या निर्धारण अधिकारी जो निम्न अधिकार क्षेत्र के अन्तर्गत आते हों :	

1	2	3
		(i) आयकर उप आयुक्त, अहमदाबाद रेंज-7, अहमदाबाद तथा पाटण । (ii) आयकर उप आयुक्त (निर्धारण), विशेष रेंज-7, अहमदाबाद । (iii) आयकर उप आयुक्त (निर्धारण), विशेष रेंज-8, अहमदाबाद ।
4. आयकर आयुक्त (अपील)-IV, अहमदाबाद	(ए) निम्नलिखित आयकर उप आयुक्त या निर्धारण अधिकारी जो निम्न अधिकार क्षेत्र के अन्तर्गत आते हैं : (i) आयकर उप आयुक्त, अहमदाबाद रेंज-5, अहमदाबाद तथा मेहसाणा । (ii) आयकर उप आयुक्त (निर्धारण), विशेष रेंज-1, अहमदाबाद ।	
5. आयकर आयुक्त (अपील)-V, अहमदाबाद	(ए) निम्नलिखित आयकर उप आयुक्त या निर्धारण अधिकारी जो निम्न अधिकार क्षेत्र के अन्तर्गत आते हैं : (i) आयकर उप आयुक्त, अहमदाबाद रेंज-1, अहमदाबाद । (ii) आयकर उप आयुक्त (निर्धारण), विशेष रेंज-6, अहमदाबाद । (बी) आयकर आयुक्त, गुजरात-1, अहमदाबाद के प्रभार के अन्य कोई भी सर्कल/वार्ड या रेंज कार्यालय जो इस आदेश के अधीन विनिर्दिष्ट रूप से अन्य किसी आयकर आयुक्त (अपील) को सुपुर्द नहीं किए गए हों ।	
6. आयकर आयुक्त (अपील)-VII,	(ए) निम्नलिखित आयकर उप आयुक्त या निर्धारण अधिकारी जो निम्न अधिकार क्षेत्र के अन्तर्गत आते हैं : (i) आयकर उप आयुक्त, अहमदाबाद रेंज-4, अहमदाबाद ।	

SCHEDULE

1	2	3
	(ii) आयकर उप आयुक्त, अहमदाबाद, रेंज-10, अहमदाबाद ।	Sr. Charge of the No. C.I.T. (Appeals) with H. Qrs.
	(iii) आयकर उप आयुक्त, अहमदाबाद रेंज-6, अहमदाबाद तथा सुरेन्द्रनगर ।	Jurisdiction over appeals against the orders passed by
	(iv) आयकर उप आयुक्त (निर्धारण), विशेष रेंज-4, अहमदाबाद ।	
[फा. सं. उप आयुक्त (मुख्या०) 1-2/4-1/93-94]		
गोविन्द मिश्र, मुख्य आयकर आयुक्त		
OFFICE OF THE CHIEF COMMISSIONERS OF INCOME TAX		
(Income-Tax)		
Gujarat, the 30th July, 1993		
S.O. 1849.—In pursuance of the Board's Notification No. 8748. F. No. 279/121/89-ITJ, dated 11th October, 1990 [S.O. No. 777(E)] as amended by Board's Notification No. 9329, F. No. 261/2/93-IT(J) dated 8th July, 1993 [S.O. 505(E)], the Chief Commissioner of Income-tax, Ahmedabad hereby directs that the Commissioner of Income-tax (Appeals)-VIII, Ahmedabad shall perform his functions in respect of such persons assessed to Income Tax or Sur Tax or Interest Tax in the Income Tax Wards, Circles and Ranges specified hereunder, as are aggrieved by any of the orders mentioned in clauses (a) to (h) of sub-section (2) of Section 246 of the Income Tax Act 1961 (43 of 1961) or Section 11 of Companies (Profits) Sur Tax Act 1964 (7 of 1964) or sub-section (1) of Section 15 of the Interest Tax Act, 1974 (45 of 1974) and also in respect of such persons or classes of persons as the Board has directed or the Board or the undersigned may direct in future in accordance with the provisions of clause (h) of sub-section (2) of Section 246 of the Income Tax Act, 1961.		
(a) The following Deputy Commissioners of Income Tax or Assessing Officers falling within the jurisdiction of :		
(i) Deputy Commissioner of Income-tax, Ahmedabad Range-8, Ahmedabad.		
(ii) Deputy Commissioner of Income-tax (Assessment), Special Range-5, Ahmedabad.		
(iii) Estate Duty Circle.		
(b) Any other Circles/Wards or Ranges in the charge of the Commissioner of Income Tax, Gujarat-III, Ahmedabad not specifically assigned to any other Commissioner of Income Tax (Appeals) under this order.		
2. The Chief Commissioner of Income-Tax, Ahmedabad and the Chief Commissioner of Income-tax-II, Ahmedabad in supersession of earlier Notifications issued in respect of Commissioners of Income Tax (Appeals)-I, II, III, IV, V, VII, Ahmedabad, hereby direct that the Commissioners of Income Tax (Appeals) mentioned in Column-2 to the Schedule attached to this Notification shall perform their functions in respect of persons assessed in the Income Tax Wards, Circles and Ranges specified in Column-3 of the Schedule.		
3. This Notification shall come into force with effect from 9th August, 1993.		
	1. Commissioner of Income Tax (Appeals)-I, Ahmedabad.	(a) The following Deputy Commissioners of Income Tax or Assessing Officers falling within the jurisdiction of :
		(i) Deputy Commissioner of Income Tax, Ahmedabad Range-3, Ahmedabad, including Palanpur.
		(ii) Deputy Commissioner of Income Tax, Ahmedabad Range-9, Ahmedabad.
	2. Commissioner of Income Tax (Appeals)-II, Ahmedabad.	(a) The following Deputy Commissioners of Income Tax or Assessing Officers falling within the jurisdiction of :
		(i) Deputy Commissioner of Income Tax, Ahmedabad Range-2, Ahmedabad, including Himatnagar and Modasa.
		(ii) Deputy Commissioner of Income Tax (Assessment), Special Range-3, Ahmedabad.
		(iii) Deputy Commissioner of Income Tax (Assessment), Special Range-6, Ahmedabad.
		(b) Any Circle, Ward or Range in the charge of Commissioner of Income Tax, Gujarat-II, Ahmedabad not specifically assigned to any other Commissioner of Income Tax (Appeals) by this order.
	3. Commissioner of Income Tax (Appeals)-III, Ahmedabad.	(a) The following Deputy Commissioners of Income Tax or Assessing Officers falling within the jurisdiction of :
		(i) Deputy Commissioner of Income Tax, Ahmedabad Range-7, Ahmedabad including Patan.
		(ii) Deputy Commissioner of Income Tax (Assessment), Special Range-7, Ahmedabad.
		(iii) Deputy Commissioner of Income Tax (Assessment), Special Range-8, Ahmedabad.
	4. Commissioner of Income Tax (Appeals)-IV, Ahmedabad.	(a) The following Deputy Commissioners of Income Tax or Assessing Officers falling within the jurisdiction of :
		(i) Deputy Commissioner of Income Tax, Ahmedabad Range-5, Ahmedabad, including Mehsana.

1	2	3
		(ii) Deputy Commissioner of Income Tax (Assessment) Special Range-2, Ahmedabad.
5. Commissioner of Income Tax (Appeals)-V, Ahmedabad.	(a)	The following Deputy Commissioners of Income Tax or Assessing Officers falling within the jurisdiction of : (i) Deputy Commissioner of Income Tax, Ahmedabad—Range-1, Ahmedabad. (ii) Deputy Commissioner of Income Tax (Assessment) Special Range-1, Ahmedabad.
	(b)	Any other Circles/Wards or Ranges in the charge of the Commissioner of Income Tax Gujarat-I, Ahmedabad, not specifically assigned to any other Commissioner of Income Tax (Appeals) under this order.
Commissioner of Income Tax (Appeals)-VII, Ahmedabad.	(a)	The following Deputy Commissioners of Income Tax or Assessing Officers falling within the jurisdiction of : (i) Deputy Commissioner of Income Tax—Ahmedabad, Range-4, Ahmedabad. (ii) Deputy Commissioner of Income Tax, Ahmedabad, Range-10, Ahmedabad. (iii) Deputy Commissioner of Income Tax, Ahmedabad, Range-6, Ahmedabad, including Surendranagar. (iv) Deputy Commissioner of Income Tax (Assessment) Special Range-4, Ahmedabad.

[F. No. DC(HQ)-I-II/IV-1/93-94]
G.K. MISHRA, Chief Commissioner

वाणिज्य मंत्रालय

नई दिल्ली, 19 अगस्त, 1993

का. आ. 1850.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 3 के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार अधिसूचना सं. 3/90/85-ई. आई. एण्ड ई. पी. तारीख 7 मई, 1993 में रूपान्तर करते हुए श्री जे. के. बागची, अपर सचिव, वाणिज्य मंत्रालय को श्री वाई. बी. रेड्डी, के स्थान पर निर्यात निरीक्षण परिषद का एतद्द्वारा तुरन्त अध्यक्ष नियुक्त करती है।

[फाइल संख्या 3(i)/26/93-ई. आई. एण्ड ई. पी.]

कुमारी सुमा सुब्बण्णा, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 19th August, 1993

S.O. 1850.—In exercise of the powers conferred by Section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with Rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government, in modification of Notification No. 3/90/85-EI&EP dated 7-5-93 hereby appoints Shri J. K. Bagchi, Additional Secretary, Ministry of Commerce, as Chairman of the Export Inspection Council with immediate effect, vice Shri Y. V. Reddy.

[File No. 3(i)/26/93-EI&EP]

Kum. SUMA SUBBANNA, Director

वस्त्र मंत्रालय

नई दिल्ली, 20 अगस्त, 1993

का. आ. 1851.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 6 की उपधारा (1) के साथ पठित धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस मंत्रालय की दिनांक 12-12-1992 की अधिसूचना (का. आ. सं. 3030) के अतिरिक्त में, केन्द्रीय सरकार अधिनियम की धारा 4(3)(ख) के अन्तर्गत श्री अजय प्रसाद, संयुक्त सचिव, वस्त्र मंत्रालय के स्थान पर श्री एस. नारायणन, संयुक्त सचिव, वस्त्र मंत्रालय को केन्द्रीय रेशम बोर्ड के सदस्य के रूप में नामित करती है। श्री अजय प्रसाद के स्थान पर श्री एस. नारायणन को केन्द्रीय रेशम बोर्ड के उपाध्यक्ष के रूप में भी नियुक्त किया जाता है।

[फा. सं. 25012/4/91-रेशम]

जयंत दाशगुप्ता, उप सचिव

MINISTRY OF TEXTILES

New Delhi, the 20th August, 1993

S.O. 1851.—In exercise of the powers conferred by sub-section (3) of Section 4, read with sub-section (1) of Section 6, of the Central Silk Board Act, 1948 (61 of 1948) and in supersession of this Ministry's Notification (S.O. No. 3030 dated 12-12-1992), the Central Government hereby nominates Shri S. Narayanan, Joint Secretary, Ministry of Textiles as a member of the Central Silk Board under Section 4(3)(b) of the Act vice Shri Ajay Prasad, Joint Secretary, Ministry of Textiles. Shri S. Narayanan is also appointed as Vice-Chairman of the Central Silk Board vice Shri Ajay Prasad.

[F. No. 25012/4/91-Silk]

JAYANT DASGUPTA, Dy. Secy.

मानव संसाधन विकास मंत्रालय

(युवा कार्यक्रम और खेल विभाग)

नई दिल्ली, 12 जुलाई, 1993

का. आ. 1852.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10(4) के अनुसरण में नेहरू युवा केन्द्र संगठन के

निम्नलिखित कार्यालयों का जिनके कर्मचारीबृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

क्रम सं.	नेहरू युवा केन्द्र	राज्य	क्षेत्र
1	2	3	4
1.	मेरठ	उत्तर प्रदेश	क
2.	पीछी गढ़वाल	उत्तर प्रदेश	क
3.	गोपीपुर	उत्तर प्रदेश	क
4.	अल्मोड़ा	उत्तर प्रदेश	क
5.	बदायूँ	उत्तर प्रदेश	क
6.	पीलाभान	उत्तर प्रदेश	क
7.	गोपेश्वर बमोली	उत्तर प्रदेश	क
8.	ललितपुर	उत्तर प्रदेश	क
9.	गोण्डा	उत्तर प्रदेश	क
10.	बरेली	उत्तर प्रदेश	क
11.	बुलन्दशहर	उत्तर प्रदेश	क
12.	मथुरा	उत्तर प्रदेश	क
13.	रामपुर	उत्तर प्रदेश	क
14.	एटा	उत्तर प्रदेश	क
15.	लखीमपुर खीरी	उत्तर प्रदेश	क
16.	देवरिया	उत्तर प्रदेश	क
17.	जौनपुर	उत्तर प्रदेश	क
18.	फैजाबाद	उत्तर प्रदेश	क
19.	गोरखपुर	उत्तर प्रदेश	क
20.	रायबरेली	उत्तर प्रदेश	क
21.	नैनीताल	उत्तर प्रदेश	क
22.	टिहरी गढ़वाल	उत्तर प्रदेश	क
23.	सीकर	राजस्थान	क
24.	बांसवाड़ा	राजस्थान	क
25.	अजमेर	राजस्थान	क
26.	अलवर	राजस्थान	क
27.	बोकारनर	राजस्थान	क
28.	नागौर	राजस्थान	क
29.	श्री गंगा नगर	राजस्थान	क
30.	भीलवाड़ा	राजस्थान	क
31.	भरतपुर	राजस्थान	क
32.	झालावाड़	राजस्थान	क
33.	जैमलमेर	राजस्थान	क
34.	उदयपुर	राजस्थान	क
35.	पाली	राजस्थान	क
36.	कुरुक्षेत्र	हरियाणा	क

1	2	3	4
37.	यमुना नगर	हरियाणा	क
38.	सोनीपत	हरियाणा	क
39.	रोहतक	हरियाणा	क
40.	सिरसा	हरियाणा	क
41.	ऊना	हिमाचल प्रदेश	क
42.	सोलन	हिमाचल प्रदेश	क
43.	बिलासपुर	हिमाचल प्रदेश	क
44.	मण्डौ	हिमाचल प्रदेश	क
45.	कुल्लू	हिमाचल प्रदेश	क
46.	शिमला	हिमाचल प्रदेश	क
47.	बैतूल	मध्य प्रदेश	क
48.	जबलपुर	मध्य प्रदेश	क
49.	गुना	मध्य प्रदेश	क
50.	बिलासपुर	मध्य प्रदेश	क
51.	लाबुधा	मध्य प्रदेश	क
52.	छतरपुर	मध्य प्रदेश	क
53.	पन्ना	मध्य प्रदेश	क
54.	धुर्ग	मध्य प्रदेश	क
55.	छिन्दवाड़ा	मध्य प्रदेश	क
56.	खण्डवा	मध्य प्रदेश	क
57.	बेगूसराय	बिहार	क
58.	सोहारबगा	बिहार	क
59.	धनबाद	बिहार	क
60.	साहिबगंज	बिहार	क
61.	मधेपुरा	बिहार	क
62.	सिहभूमि	बिहार	क
63.	भैसाही	बिहार	क
64.	गिरिडीह	बिहार	क
65.	छपरा	बिहार	क
66.	सुरेन्द्रनगर	गुजरात	ख
67.	बड़ौदा	गुजरात	ख
68.	राजकोट	गुजरात	ख
69.	बदौदरा (ने.यु.के.)	गुजरात	ख
70.	चन्द्रपुर	महाराष्ट्र	ख
71.	उस्मानाबाद	महाराष्ट्र	ख
72.	गुरदास पुर	पंजाब	ख
73.	फरीदकोट	पंजाब	ख
74.	लुधियाना	पंजाब	ख
75.	शिमोगा	कर्नाटक	ग
76.	दवान गिरी	कर्नाटक	ग

क्रम सं. नेहरू युवा केन्द्र	राज्य	क्षेत्र	1	2	3	4
77. पालघाट	केरल	ग	32. Jhalawar		Rajasthan	A
78. मुन्दरगढ़	उड़ीसा	ग	33. Jaisalmer		-do-	A
79. परभणी	महाराष्ट्र	ख	34. Udaipur		-do-	A
80. नारनौल	हरियाणा	क	35. Pali		-do-	A
			36. Kurukshetra		Haryana	A
			37. Narnol		-do-	A
			38. Yamunanagar		-do-	A
			39. Sonapat		-do-	A
			40. Rohtak		-do-	A
			41. Sirsa		-do-	A
			42. Una		Himachal Pradesh	A
			43. Solan		-do-	A
			44. Bilaspur		-do-	A
			45. Mandi		-do-	A
			46. Kulu		-do-	A
			47. Shimla		-do-	A
			48. Betul		Madhya Pradesh	A
			49. Jabal Pur		-do-	A
			50. Guna		-do-	A
			51. Bilaspur		-do-	A
			52. Jhabua		-do-	A
			53. Chhatarpur		-do-	A
			54. Panna		-do-	A
			55. Durg		-do-	A
			56. Chhindwara		-do-	A
			57. Khandwa		-do-	A
			58. Begusarai		Bihar	A
			59. Loharbaga		-do-	A
			60. Dhanbad		-do-	A
			61. Sahebganj		-do-	A
			62. Madhepura		-do-	A
			63. Singhbhum		-do-	A
			64. Bishali		-do-	A
			65. Giridh		-do-	A
			66. Chhapra		-do-	A
			67. Surendranagar		Gujarat	B
			68. Brodha		-do-	B
			69. Rajkot		-do-	B
			70. Badodra		-do-	B
			71. Chandrapur		Maharashtra	B
			72. Osmanabad		-do-	B
			73. Gurdaspur		Punjab	B
			74. Faridkot		-do-	B
			75. Ludhiana		-do-	B
			76. Shivamoga		Karnataka	C
			77. Davangere		-do-	C
			78. Raighat		Kerala	C
			79. Sundergarh		Orissa	C
			80. Parbani		Maharashtra	B

[फा. सं. 3-7/92—हि. प.]

शशि कान्त शर्मा, निदेशक

MINISTRY OF HUMAN RESOURCES DEVELOPMENT

(Deptt. of Youth Affairs and Sports)

New Delhi, the 12th July, 1993

S.O.1857.—In pursuance of rule 10(4) of the Official Language (use of official purposes of the Union) Rule 1976, the Central Government hereby notifies the following Offices of Nehru Yuva Kendra Sangthan the staff whereof have acquired a working knowledge of Hindi :—

S. Nehru Yuva Kendra No.	States	Region
1	2	3
1. Meerut	Uttar Pradesh	A
2. Pauri Garhwa	-do-	A
3. Ghazipur	-do-	A
4. Almora	-do-	A
5. Badaun	-do-	A
6. Pilibhit	-do-	A
7. Gopashwar Chamolli	-do-	A
8. Lalitpur	-do-	A
9. Gonda	-do-	A
10. Bareilly	-do-	A
11. Bulandshahr	-do-	A
12. Mathura	-do-	A
13. Rampur	-do-	A
14. Etah	-do-	A
15. Lakhimpur Kheri	-do-	A
16. Deoria	-do-	A
17. Jaunpur	-do-	A
18. Faizabad	-do-	A
19. Gorakhpur	-do-	A
20. Rai Bareilly	-do-	A
21. Nanital	-do-	A
22. Tehri Garhwal	-do-	A
23. Seekar	Rajasthan	A
24. Banswara	-do-	A
25. Ajmer	-do-	A
26. Alwar	-do-	A
27. Bikaner	-do-	A
28. Nagaur	-do-	A
29. Shri Ganganagar	-do-	A
30. Bhilwara	-do-	A
31. Bharatpur	-do-	A

[F. No. 3-7/92-H.U.]

S. K. SHARMA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

MINISTRY OF PETROLEUM AND NATURAL GAS

नई दिल्ली, 16 अगस्त, 1993

New Delhi, the 16th August, 1993

का. आ. 1853.—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 1438 तारीख 24-4-92 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग से सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

बी एल डी के (155) से बलोल जी जी एस-III तक पाइपलाइन बिछाने के लिए

राज्य—गुजरात जिला—महेसाणा तालुका—चाणस्मा

गांव	सर्वे नं.	हे.	आर	सेन्टी
कनोडा	362	0	19	28
कार्ट ट्रैक		0	00	36
	375	0	08	16

[सं. आ.—12016/182/91-ओ एन जी डी-IV]

एम. मार्टिन, डेस्क अधिकारी

S.O. 1853.—Whereas notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1438 dated 24-4-92 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (59 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the Schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of powers conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from BLDK (155) to BALOL GGS III

State : Gujarat District : Mehsana Taluka : Chansma

Village	Survey No.	Hec- tare	Are Cen- tial
Kanoda	362	0	19 28
	Cart track	0	00 36
	375	0	08 16

[No. O-12016/182/91-ONGD-IV]

M. MARTIN, Desk Officer

नई दिल्ली, 16 अगस्त, 1993

का. आ. 1354.—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 1454 तारीख 24-4-92 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों को उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

SCHEDULE

Pipeline GNGX to GGS II

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hec- tare	Are	Cent- tiare
Muller	113	0	23	81
	99	0	17	55
	94	0	00	32
	97	0	07	14
	96	0	07	42

[No. O-12016/219/91-ONGD-IV]

M. MARTIN, Desk Officer

नई दिल्ली, 18 अगस्त 1993

का. आ. 1855.—सरकारी स्थान (अप्राधिकृत अधि-भोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 के तहत प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार ऐसे अधिकरण से पूर्व किए गए अथवा हटाये गये न किये जाने वाले कार्यों को छोड़कर पेट्रोलियम और प्राकृतिक गैस संवा-लय में भारत सरकार के दिनांक 12 दिसम्बर, 1986 के का० आ० 4258 का अधिकरण करते हुए उक्त अधिनियम में निहित उद्देश्यों की पूर्ति के लिए निम्नांकित सारणी के कालम (2) में उल्लिखित आयल इंडिया लि० के अधिकारियों को भारत सरकार के राजपत्रित अधिकारियों का स्तर प्रदान करते हुए संपदा अधिकारी नियुक्त करती है, जो उपर्युक्त अधिनियम के तहत प्रदत्त अधिकारों का प्रयोग और संपदा अधिकारियों पर थोपे गये कार्यभारों का निष्पादन उपर्युक्त सारणी के कालम (3) में निर्दिष्ट सरकारी स्थान की श्रेणी में आने वाले अपने प्रभार्य क्षेत्र की स्थानीय परिसीमा में करेंगे :

सारणी

क्र.सं. ऑयल इंडिया लिमिटेड सरकारी स्थानों की श्रेणी एवं के अधिकारी का पदनाम क्षेत्राधिकार की स्थानीय परिसीमा

(1)	(2)	(3)
1.	प्रबंधक (प्रशासन) ऑयल ऑयल इंडिया लिमिटेड के प्रशा-इंडिया लिमिटेड का सैनिक नियंत्रण में आने वाले कार्यालय, नई दिल्ली स्थान।	
2.	मुख्य प्रशासनिक प्रबंधक, ऑयल इंडिया लि. के क्षेत्र मुख्या-वरिष्ठ भूमि अधिकारी, लय दुलियाजान, असम के प्रशास-सहायक सुरक्षा प्रबंधक, निक नियंत्रण के स्थान ऑयल इंडिया लि. का क्षेत्र मुख्यालय, दुलियाजान, असम	
3.	वरिष्ठ भूमि अधिकारी ऑयल इंडिया लिमिटेड के पाइप- (पाइपलाइन) ऑयल लाइन प्रभाग, गोहाटी के प्रशास-इंडिया लि. का पाइपलाइन निक नियंत्रण में आने वाले मुख्यालय, गोहाटी। स्थान।	

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है;

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

जी एन जी एक्स से जी जी एस-II तक पाइप लाइन बिछाने के लिए

राज्य—गुजरात	जिला—भरुच	तालुक—वागरा		
गांव	ब्लॉक नं.	हे.	आर	सें.
मुलेर	113	0	23	81
	99	0	17	55
	94	0	00	32
	97	0	07	14
	96	0	07	42

[सं. ओ.-12016/219/91-ओ एन जी डी-IV)]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 16th August, 1993

S.O. 1854.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1454 dated 24-4-92 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the Schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

1 2 3 नई दिल्ली, 19 अगस्त, 1993

4. परियोजना प्रबंधक, ऑयल ऑयल इंडिया लि. के संबद्ध परि-
इंडिया लिमिटेड के परि- योजना कार्यालयों तथास्थिति भुव-
योजना कार्यालय, भुव- नेश्वर, जोधपुर एवं कलकत्ता के
नेश्वर, कलकत्ता कार्यालय प्रशासनिक नियंत्रण में आने वाले
में मुख्य प्रबंधक/वरिष्ठ स्थान।
प्रशासनिक अधिकारी,
परियोजना कार्यालय,
जोधपुर।

[संख्या ओ-20011/20/89-ओएनजी/डी-IV/III]

हरीश कुमार, डेस्क अधिकारी

New Delhi, the 18th August, 1993

S.O. 1855 :—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government, in supersession of the notification of the Government of India, in the Ministry of Petroleum and Natural Gas, S.O. No. 4258, dated the 12th December, 1986, except as respects things done or omitted to be done before such supersession, hereby appoints the officers of the Oil India Limited, mentioned in column (2) of the Table below, being officers equivalent to the rank of gazetted officer of the Government of India, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limit of their respective jurisdiction, in respect of the categories of public premises specified in the corresponding entry in column (3) of the said Table:

TABLE

Sl. No.	Designation of the Officer of the Oil India Ltd.	Categories of Public premises and the local limits of jurisdiction
1	2	3
1.	Manager (Administration) in the Office of the Oil India Limited at New Delhi.	Premises under the administrative control of the Oil India Ltd.
2.	Chief Administrative Manager, Senior Land Officer, Assistant Security Manager in the field Headquarters of the Oil India Limited at Duliajan, Assam.	Premises under the administrative control of the field Headquarters of the Oil India Limited at Duliajan, Assam.
3.	Senior Land Officer (Pipeline) in the Pipeline Headquarters of the Oil India Limited at Guwahati.	Premises under the administrative control of the Pipeline Division of the Oil India Limited at Guwahati.
4.	Project Manager in the Project Offices of the Oil India Limited at Bhubneswar, Chief Manager/ Senior Administrative Officer in the Office at Calcutta, Manager (Administration) in the Project Office at Jodhpur.	Premises under the administrative control of the respective Project Offices of the Oil India Limited at Bhubneswar and Jodhpur and at Calcutta, as the case may be.

[No. O-20011/20/89/ONG/D.IV/III]

HARISH KUMAR, Desk Officer

का.आ. 1856 :—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के अधीनस्थ सरकारी क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को जिनके कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. शाखा कार्यालय,
बीको सॉरी लिमिटेड, 1/4, बजीर हमन रोड, लखनऊ-226001.
2. अध्यक्ष एवं प्रबंध निदेशक का कार्यालय,
लुब्रिजोल इंडिया लिमिटेड, लियो हाउस, 4था मजला, 88सी जुना प्रभा देवी रोड, बम्बई-400025.
3. गैस अथॉरिटी ऑफ इंडिया लि.,
निगमित कार्यालय, 16 भीकाजी कामा प्लेस, आर. के पुरम,
नई दिल्ली-110066.

[सं. 11011/1/93-हिंदी]

के. सी. कटोच, अवसर सचिव

New Delhi, the 19th August, 1993

S.O. 1856.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Public Sector Undertakings of the Ministry of Petroleum and Natural Gas, the Staff whereof have acquired working knowledge of Hindi :—

1. Branch Office
Biecco Lawrie Limited,
1/4, Wazir Hassan Road,
Lucknow-226001.
2. Office of the Chairman and Managing Director,
Lubrizol India Limited,
Leo House, 4th Floor,
88-C, Old Prabhadevi Road, Bombay-400025.
3. Gas Authority of India Limited
Corporate Office
16, Bhikaiji Cama Place, RK Puram,
New Delhi-110066.

[No. 11011/1/93-Hindi]

K. C. KATOCH, Under Secy.

परमाणु ऊर्जा विभाग

बम्बई, 28 जुलाई, 1993

का. आ. 1857.—परमाणु ऊर्जा (खाद्य किरणन नियंत्रण) नियमावली, 1990 के नियम 2 के खंड (एफ) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, अध्यक्ष, परमाणु ऊर्जा नियामक बोर्ड (एईआरबी) भारत सरकार को उक्त नियमों में सक्षम प्राधिकारी को प्रदत्त शक्तियों का प्रयोग करने हेतु सक्षम प्राधिकारी के रूप में नियुक्त करती है।

[सं. एईए/17(1)/93-ईआर]

आर. स्वामीनाथन, उप सचिव

DEPARTMENT OF ATOMIC ENERGY

Bombay, the 28th July, 1993

S.O. 1857.—In exercise of the powers conferred by clause (f) of rule 2 of the Atomic Energy (Control of Irradiation of Food) Rules 1990, the Central Government hereby appoint the Chairman Atomic Energy Regulatory Board (AERB), Government of India, as the Competent authority to exercise the powers conferred on the competent authority by the said Rules.

[No. AEA/17(1)/93-ER]

R. SWAMINATHAN, Dy. Secy.

बम्बई, 28 जुलाई, 1993

का.आ. 1858.—परमाणु ऊर्जा (खाद्य किरणन नियंत्रण) नियमावली, 1990 के नियम 2 के खंड (o) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, अपर सचिव परमाणु ऊर्जा विभाग, भारत सरकार को उक्त नियमों में अनुशासन प्राधिकारी को प्रदत्त शक्तियों का प्रयोग करने हेतु अनुशासन प्राधिकारी के रूप में नियुक्त करती हैं।

[नं. ए.ए. 17(1)/93-ई आर]

आर. स्वामीनाथन, उप सचिव

Bombay, the 28th July, 1993

S.O. 1858.—In exercise of the powers conferred by clause (o) of rule 2 of the Atomic Energy (Control of Irradiation of Food) Rules 1990, the Central Government hereby appoint the Additional Secretary, Department of Atomic Energy, Government of India, as the Licensing authority to exercise the powers conferred on the licensing authority by the said Rules.

[No. AEA/17(1)/93-ER]

R. SWAMINATHAN, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 17 अगस्त, 1993

का.आ. 1859.—केन्द्रीय सरकार, होम्योपैथी केन्द्रीय परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, होम्योपैथी केन्द्रीय परिषद् से परामर्श करने के पश्चात्, उक्त अधिनियम की द्वितीय अनुसूची में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अनुसूची में,

राजस्थान राज्य से संबंधित मद 13 घ और उससे संबंधित प्रविष्टियों में, निम्नलिखित प्रविष्टियों स्तम्भ 2, 3 और 4 में अंतःस्थापित की जाएंगी, अर्थात्:—

1	2	3	4
	डिप्लोमा इन होम्योपैथिक डी.एच.एम.एस. 1988 से मेडिसिन एंड सर्जरी (सी.सी.एच. विनियम) आगे		

[सं. आर. 14015/25/92-होमियो]]

बी. सी. मेहता, डेस्क अधिकारी

पाद टिप्पण : मूल अधिसूचना भारत के राजपत्र, भाग 2, खंड 2 में का. आ. सं. 76, तारीख 20 दिसंबर, 1973 के द्वारा प्रकाशित की गई थी और बाद में उसका निम्नलिखित के द्वारा संशोधन किया गया—

भारत के राजपत्र, भाग 2, खंड 3 उपखंड (ii) में प्रकाशित

का. आ.	3325, तारीख 4-11-1978
का. आ.	1517, तारीख 26-2-1983
का. आ.	1481, तारीख 12-3-1983
का. आ.	3099, तारीख 21-6-1985
का. आ.	2048, तारीख 24-3-1986
का. आ.	2270, तारीख 24-5-1986
का. आ.	2449, तारीख 1-8-1990
का. आ.	2501, तारीख 1-8-1990
का. आ.	2502, तारीख 21-8-1990
का. आ.	710, तारीख 20-2-1992
का. आ.	891, तारीख 5-3-1992
का. आ.	1210, तारीख 23-4-92
का. आ.	2669, तारीख 24-9-1992 और
का. आ.	978, तारीख 28-4-1993

MINISTRY OF HEALTH & FAMILY WELFARE

New Delhi, the 17th August, 1993

S.O. 1859 : In exercise of the powers conferred by sub-section (2) of section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government, after consulting the Central Council of Homoeopathy, hereby makes the following amendment in the Second Schedule to the said Act, namely:—

In the said Schedule:—

In item 13D relating to the State of Rajasthan and entries relating thereto the following entries under columns 2, 3 and 4 shall be inserted, namely:—

1	2	3	4
	Diploma in Homoeopathic Medicine and Surgery	D.H.M.S. (CCH Regulation)	From 1988 onwards.

[No. R. 14015/25/92 Homeo.]

B.C. MEHTA, Desk Officer

Foot Note — The Principal Notification was published in the Gazette of India Part 2, Section I, S.O. vide No. 76 dated the 20th December, 1973., and subsequently amended vide

S.O. 3325, dated 4-11-1978
S.O. 1517, dated 26-2-1983
S.O. 1481, dated 12-3-1983
S.O. 3099, dated 21-6-1985
S.O. 2048, dated 24-3-1986
S.O. 2270, dated 24-5-1986
S.O. 2449, dated 1-8-1990
S.O. 2501, dated 1-8-1990
S.O. 2502, dated 21-8-1990
S.O. 710, dated 20-2-1992
S.O. 891, dated 5-3-1992
S.O. 1210, dated 23-4-1992
S.O. 2669, dated 24-9-1992 and
S.O. 978, dated 28-4-1993

नई दिल्ली, 18 अगस्त, 1993

का.आ. 1860 :—केन्द्रीय सरकार,, केन्द्रीय होम्योपैथी परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के पश्चात्, उक्त अधिनियम की द्वितीय अनुसूची में निम्नलिखित संशोधन करती है, अर्थात् :—

द्वितीय अनुसूची में, 'असम' शीर्षक के नीचे आयुर्विज्ञान होम्योपैथी पद्धति बोर्ड, असम, से संबंधित क्रम संख्यांक 3-ड के सामने स्तंभ 4 में प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

“1983 से जून, 1987 तक।”

[सं. वी.-27021/10/92-होम्यो.]

बी.सी. मेहता, डेस्क अधिकारी

पाद टिप्पण :—मूल अधिसूचना भारत के राजपत्र, भाग 2, खंड 1 में का.आ. सं. 76, तारीख 20 दिसंबर, 1973 द्वारा अधिसूचित की गई थी।

New Delhi, the 18th August, 1993

S.O. 1860.—In exercise of the powers conferred by sub-section (2) of Section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government after consulting the Central Council of Homoeopathy, hereby makes the following amendment in the second schedule to the said Act, namely :—

In the Second Schedule, under the heading 'ASSAM' against Serial Number 3E relating to the Board of Homoeopathic System of Medicine, Assam, in column 4, for the entry, the following entry shall be substituted, namely :—

“From 1983 to June 1987”.

[No. V-27021/10/92-Homoeo]

B. C. MEHTA, Desk Officer

Foot Note—The Principal Notification was notified in the Gazette of India Part 2, Section I, vide S.O. No. 76 dated the 20th December, 1973.

नागर विमानन और पर्यटन मंत्रालय

(नागर विमानन विभाग)

नई दिल्ली, 16 अगस्त, 1993

का.आ. 1861 :—दिनांक 1 जून, 1993 की अधिसूचना संख्या एवी 18030/44/92-एसीवीएल में आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा इंदिरा गांधी राष्ट्रीय उड़ान अकादमी (इजुआ) में निदेशक को तत्काल प्रभाव से इंडियन एयरलाइंस के निदेशक-मंडल में निदेशक के रूप में नियुक्त करती है।

[एफ. सं. एवी-18014/3/93-एसीवीएल]

एम. भट्टाचार्य, अवसर सचिव

MINISTRY OF CIVIL AVIATION AND TOURISM

(Department of Civil Aviation)

New Delhi, the 16th August, 1993

S.O. 1861.—In partial modification of the Notification No. Av. 18030/44/92-ACVL dated 1st June, 1993, the Central Government hereby appoint Director Indira Gandhi Rashtriya Udan Academy (IGRUA) as Director on the Board of Directors of Indian Airlines with immediate effect.

[F. No. AV. 18014/3/93-ACVL]

M. BHATTACHARJEE, Under Secy.

अम मंत्रालय

नई दिल्ली, 9 अगस्त, 1993

का.आ. 1862 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, यूनियन बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-1993 को प्राप्त हुआ था।

[संख्या एल-12012/514/88-डी-2 (ए)]

वी.के. वेणुगोपालन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 9th August, 1993

S.O. 1862.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 6-8-1993.

[No. L-12012/514/88-D.II (A)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 69 of 1989

In the matter of dispute :

BETWEEN

Sri Harmangal Prasad,
State Assistant General Secretary,
U.P. Bank Employees Union,
36/1, Kailash Mandir,
Kanpur.

AND

Regional Manager,
Union Bank of India,
117/H/1/240 Pandu Nagar,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/514/88-D.II (A) dated 10-3-89, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of General Ganj Branch of Union Bank of India in not crediting privilege leave of Sri V. K. Bajpai, peon to his leave account is justified? If not, to what relief the workman concerned is entitled?

2. On 14-6-93, the Union's application dated 29-6-92, was taken for disposal. As none appeared from the side of the Union to press the application it was dismissed, and the case was ordered to come up on 13-7-93 for the affidavit evidence

on behalf of the Union. On 13-7-93, none appeared for the Union nor the affidavit evidence was filed in the case.

3. In this case rejoinder on behalf of the Union was filed on 5-9-91 and since then the case is pending for filing of the affidavit evidence on behalf of the Union. Since it is an old case and as such it cannot be permitted to linger on any more in the manner stated above.

4. It thus appears that neither the Union nor the workman is interested in prosecuting its case. As such a no claim award is given against the Union/workman. Reference is answered accordingly. It is also ordered that six copies of this award be sent to the Government for its publication.

Dated : 29-7-1993

ARJAN DEV, Presiding Officer

नई दिल्ली, 9 अगस्त, 1993

का.आ. 1863 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सेन्ट्रल बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-93 को प्राप्त हुआ था।

[संख्या एल-12012/899/88-डी-2 (ए)]

बी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 9th August, 1993

S.O. 1863.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 6-8-1993.

[No. L-12012/899/88-D.II (A)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 19 of 1993

In the matter of dispute :

BETWEEN

The General Secretary,
Central Bank Employees Congress,
U.P. C/o Central Bank of India,
Nayaganj Kanpur.

AND

The Regional Manager,
Central Bank of India,
Belanganj Agra.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/899/88-D.II (A) dated 4-3-93 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Central Bank of India was justified in debarring Sri A. K. Singhal

from holding special allowance post consequent upon his request for relieving from Head Cashier 'C' post in 1981 ? If not, what relief the workman is entitled to ?

2. In the instant case reference order from the Ministry of Labour was received in the office on 10-3-93 whereupon notices to the parties were issued for filing the statement of claim fixing 7-4-93. On 7-4-93 none appeared for the Union nor the statement of claim was filed. However dates 2-6-93 and 3-6-93 were fixed in the case but on none of these dates any one appeared for the Union. Again 30-6-93 was fixed in the case but on 30-6-93 once again none appeared for the Union despite issue of notice.

3. It thus becomes crystal clear that the Union seems to be not interested in prosecuting its case and as such a no claim award is given against the Union/workman.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 13 अगस्त, 1993

का.आ. 1864 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[संख्या एल-12012/56/86-डी-4(ए)]

बी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1864.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 12-8-1983.

[No. L-12012/56/86-D.IV(A)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 73 of 1988

PARTIES :

Employers in relation to the Management of Punjab
National Bank

AND

Their Workmen

PRESENT :

Mr. Justice Manash Nath Roy.....Presiding Officer

APPEARANCE :

On behalf of Management : Mr. M. Chatterjee, Assistant Manager (Law).

On behalf of Workmen : Mr. A. D. Singh, Office bearer of the Union.

STATE : West Bengal

INDUSTRY : Banking

AWARD

The action of the Management of Punjab National Bank, Regional Office (hereinafter referred to as the said Bank), in inflicting punishment on Sri M. L. Saraf (hereinafter referred to as the said employee), a Special Assistant of the Burrabazar Branch of the said Bank, in respect of withdrawal of his Special Allowance and also debarring him from further promotion/officiating or otherwise as Special Assistant or as an Officer for the next 5 years, if fair, reasonable and justified and if not, to what relief, he was entitled to, was referred for adjudication to this Tribunal, by Order of Reference No. L-12012/56/86-D.IV(A) dated June 11, 1987. The case of the said employee was represented by the Punjab National Bank Employees' Association (hereinafter referred to as the said Association).

2. On service of usual notices, parties to the proceeding filed their respective pleadings and tendered evidence and the said Bank, apart from making oral submissions filed a Written Argument on February 18, 1993.

3. It was the case of the said Association that the said employee was appointed as a Clerk on July 18, 1962 at Calcutta and was posted at Chittaranjan Avenue Branch and he discharged his duties honestly, faithfully, diligently and to the satisfaction of his superiors. In fact, it has been claimed that there was no blamish in his entire service career of about 20 years. It was also the case of the said Association that the said employee was elevated to the post of a "Special Assistant" on and from July 3, 1979 and in that capacity, was posted in the Bills Department at Burrabazar Branch of the said Bank. It has been pointed out that the said employee, never had to work in the Bills Department prior to his posting as aforesaid. The work in such Department, has also been claimed to be full of responsibilities and technicalities, apart from intrecas and procedure, which are not common to other Departments. It has been pointed out that the said employee was posted straightway in Bills Department, after his promotion as aforesaid and as stated earlier, he was never imparted with proper training, with regard to the facts as indicated earlier. It has also been stated that as such, he was required to work directly under the Branch Manager of the said Bank, who at the relevant time, was one Sri B.G. Khare.

4. It has been alleged that the said Sri Khare, in his capacity as aforesaid, used to misuse his office, by giving unqualified facilities to some customers for reasons best known to him and he being immediate superior, also supported such improper action of others and never objected to such misuse. It has further been alleged that although the officials knew about the whole affairs, but even on reports, no action was taken by them. In fact, even in periodical inspection report was not shown to the said employee. It was further alleged that the said Sri Khare exploited the ignorance of the said employee in functioning in the Bills Department and later on, he was made a scape goat for irregularities committed by the said Branch Manager. It has been stated that as an outcome of the affairs as indicated the said employee was suspended on account of certain alleged lapses on his part on and from May 14, 1982, by a letter of the same day and signed by the said the then Branch Manager. It has also been stated that the said employee, protested against his suspension and he was kept under suspension for more than 5 months, before issuing charge sheet, which according to the said Association was issued in contravention of the settlement dated October 19, 1968 and as such, the Enquiry Proceedings as initiated and the punishment, which was imposed thereafter, on the said employee, was claimed to be unreasonable, improper and unlawful.

5. It has also been stated that the Charge sheet to the said employee was issued on October 18, 1982, to which he gave his reply on November 16, 1982 and since the Management was not satisfied with such representation, Sri V. B. Gupta the then Manager (Staff), Zonal Office, Lucknow, was appointed to hold the domestic enquiry into the charges as levelled. It has been pointed out that at the very first sitting of the enquiry on October 18, 1983, the Enquiry Officer unduly rejected the prayer of the said employee to allow him to be represented by one K. P. Bhardwaj, an official of the Union and such refusal has been claimed to be on flimsy ground and in clear violation of

the settlement as referred to hereinbefore and as such, according to the said Association, there was denial of proper opportunities to the said employee, to defend his case. It has also been alleged that this Enquiry Officer was requested by the said employee, to direct the Management to produce certain documents by his letter dated November 29, 1985, but he deliberately declined to do so and held that the said employee should be ready for his defence and to prove his innocence. This was also claimed to be a limb in violation of natural justice and the Association has also stated that the Enquiry Officer, himself asked the questions in the proceedings, to help the Management in proving charges against the said employee and he ruled out several vital questions, with the motive to help the Management to prove the charges. The enquiry proceeding has been claimed to be against principles of natural justice, amongst others, on the grounds as indicated.

6. The said Association has said that the Disciplinary Authority, issued the second show cause notice to the said employee on January 28, 1985 and the punishment of dismissal was proposed there and to that notice, the said employee, on February 11, 1985 made a representation contending that he was not favoured with the copies of the findings of the Enquiry Officer which was necessary. Such non supply, he has claimed also to be against principles of natural justice. It has been stated that the said employee made a further representation to the Disciplinary Authority, on April 6, 1985, but such authority without duly considering the case, has imposed several punishment on the said employee, replacing the punishment of dismissal, as sought to be imposed. It has been claimed, in spite of several punishments the same also included withdrawal of Special Allowance of Rs. 450/- per month to the said employee, debarring him from further promotion/officiating or otherwise, as Special Assistant or as Officer for the next 5 years, apart from denying him due back wages and also transferred him to Jhilmil Branch, which is about 312 Kms. away from Calcutta and is at a remote place at Bankura. Such imposition of several punishments and more particularly, his transfer to the above mentioned Branch, was claimed by the said Association to be malafide and they have stated that on such transfer, the said employee has also been saddled with various other extra expenses and financial loss.

7. It has been stated by the said Association that on proper resolution, they duly raised an Industrial Dispute, which has been, so referred for adjudication before this Tribunal, on the grounds as indicated. The said Association has claimed that the said employee should be placed as Special Assistant and the withdrawal of necessary Special Allowance should be deemed to be bad and he must be reimbursed, for the loss as sustained by him, apart from paying reasonable damages for such loss, as he has suffered.

8. By the Written Statement, filed on December 11, 1987, the said Bank has claimed that the said statement contained various statement and allegations which are misleading, misconceived and motivated or are, irrelevant for the decision of this case, apart from denying, the allegations as contained therein.

9. The statements as made in paragraphs 1, 2, 6 and 7 of the statement of the said Association have not been denied. It has further been stated that there was no justification in the clam of the said Association or to support the same, on the statement that the said employee was not imparted any training in the work of Special Assistant and the allegations were baseless and devoid of any merit. It has been stated that Special Assistants are selected from amongst the senior clerks, on the basis of their seniority position, in terms of the settlement dated March 7, 1978 and those Assistants are paid Special Allowance, as provided under the Bipartite Settlement, for undertaking duties, requiring higher and additional responsibilities, than ordinary clerk. It was stated that on being offered, the said employee accepted the Special Posting, without any reservations. The allegations of malpractices, as made, against the then Manager and other official superiors, have been categorically denied and it has been stated that the plea of ignorance of Banking work, after a number of years in the Bank's service, as taken by the said employee, was without any basis and not justified.

10. It was indicated that on the basis of a Special Investigation report, on the workings of the Bank's, ... it revealed

that the said employee, while working as Special Assistant, had committed gross misconduct in discharging his duties and as such, pending further investigation or enquiry, he was suspended with effect from May 14, 1982 and thereafter, a detailed Charge sheet was served on him, on October 18, 1982. It has also been stated that in terms of paragraph 19.2(b) of the Bipartite Settlement, a workman can be suspended pending an enquiry and such suspension pending enquiry was neither improper, nor illegal or penal. Thus, it has been stated that the enquiry proceeding was initiated, for imposing punishment, had no basis.

11. It was the case of the said Bank that there was no basis of the contentions of the said Association that the Enquiry Officer rejected the request of the said employee, to be allowed to be represented by Sri K. P. Bharadwaj on fictitious grounds and it has been indicated that in terms of paragraph 19.12(i),(x)(y) of the settlement dated October 19, 1966, the said employee could have engaged representative of a Registered Trade Union of the Bank's employees, but the said Sri Bharadwaj was an officer employee and so, the request of the said employee, to be represented by Sri R.L. Singh, was allowed, hence there was no basis for lack of opportunities in this case and on that issue. It has been stated that the letter dated November 29, 1983, which was claimed to be made, not available, was not correct. In fact, relevant portions of item No. 1 of the Special Investigation report were shown to the said employee and according to the said Bank, the Enquiry Officer was duly justified in giving the ruling, that only those items to be shown to the said employee, which had bearing in this case and such action, according to the said Bank, was not taken by the Enquiry Officer, to victimise the said employee, as alleged. It was the further case of the said Bank that the Enquiry Officer, during enquiry, can ask questions to obviate any doubt or to have a point cleared and in making such attempt in this case, no wrong was committed. It was also stated that proper opportunities were given to the said employee by the Enquiry Officer, for defending his case and all relevant questions, pertaining to the Charge sheet, were allowed and irrelevant questions were duly overruled by the said Officer. It has further been stated that the enquiry against the said employee was conducted according to the provision of Bipartite Settlement as mentioned earlier and also on following the necessary principles of natural justice and the said employee was given reasonable opportunities, not only to defend his case, but also to examine his witness and also to cross-examine the witnesses produced against him and so also to produce other evidence in his defence. It was pointed out that the Enquiry Officer, by his report recorded that out of 8 charges, 7 charges arising out of Charge sheet dated October 18, 1982, were proved and charge No. 5 was partially established. It has also been stated that on the basis of such report and as well as the relevant evidence, the Disciplinary authority decided to inflict the punishment of dismissal on the said employee from Bank's services and issued a show cause notice on January 28, 1985 and the said employee was allowed a personal hearing before the Disciplinary Authority, on March 27, 1987 and during such hearing, the said employee admitted his guilt and pleaded that he was not solely responsible and accountable for the case and expressed his repentance, for the lapses he committed. It has been stated that there was no basis of foundation for the claim of the employee that the findings of the Enquiry Officer were not supplied, since no such demand was made.

12. It is stated that on the basis of the mercy petition dated April 6, 1985, to the Disciplinary Authority, by the said employee, whereby he indicated that on being dismissed, he and his family will face starvation and ruination, the said Authority, sympathetically considered and by the order dated May 13, 1985, thus revised the decision and indicted on the said employee, punishment of withdrawal of the said Special Allowance in terms of clause 3(i)(a) of the Bipartite Settlement dated October 30, 1979 and the punishment in this case, was a single one and not several as alleged by the said employee. It has also been said that punishment of withdrawal of Special Allowance for Special Assistant was made, since the said employee was unfit for performing supervising duties and the Disciplinary Authority by their order dated May 13, 1985 advised the said employee to perform hereafter, the clerical duties only and not being eligible for promotion, officiating or otherwise, as Special Assistant or the posting, as an Officer for the next 5 years and the

said employee was reinstated in service without back wages and posted at Jhilmili, Bankura. Such debarment has been stated not to be a punishment, but simply a result of withdrawal of Special Allowance, for 5 years. It has also been stated that when such Special Allowance has been withdrawn for 5 years by way of punishment, it is only logical that the said employee should not be entitled to promotion, officiating or otherwise in the post of Special Assistant, for the period, for which allowance has been withdrawn. It has also been pointed out that in terms of the said Bipartite Settlement Special Allowance could have been withdrawn for the entire period, for remaining in clerical cadre, but a lenient view, in the circumstances as indicated, was taken and the said allowance was withdrawn, only for a limited period of 5 years. Hence, it has been stated that the punishment is only withdrawal of Special Allowance and debarment from further promotion, officiating or otherwise as Special Assistant and there was thus no illegality or any irregularity, committed.

13. It has been indicated by the said Bank that Service Conditions of Bank employees are governed by various Awards, including Sastri Award, relevant portions whereof, are stated below :

"535..... Transfers are rendered necessary by the exigencies of administration. The proper view to take is that transfers are normal incidents of the working of a bank and they must be left to the discretion of those who guide the policy of the bank and manage its affairs....."

"537. He cannot claim any special concessions attached to posts in any particular locality from which he is transferred, e.g. house rent allowance, bill allowance etc. We direct accordingly. We further direct that in no case shall an employee's basic pay be reduced on transfer....."

They have further stated that it would not be desirable to reinstate a suspended employee, who is involved in various fraudulent activities and in case of such deployment, there would be various difficulties and to obviate perpetration of such fraudulent act and thus to restore confidence amongst the staff and customers and in that view of the matter, the said employee was transferred to Jhilmili. It has further been indicated that the punishments, inflicted on the said employee were not with ulterior motive and to restrict the growth and popularity of the said Association, were unfounded.

14. There was a rejoinder filed by the said Association, on March 9, 1988 and therein, after refuting the statements as indicated earlier, the allegations contrary to those statements have been denied and it has been specifically stated that the Disciplinary Authority, never applied its mind and the said employee was denied of necessary opportunities to dislodge the allegations brought against him, which again, were without any basis or reason. It has been indicated further that inflicting of several punishments, as in this case, was illegal and improper and paragraph 19.12(b), do not empower the Management to suspend an employee before issuing the Charge sheet. It was denied that the said employee was given reasonable opportunities to rebut the allegations which were brought maliciously and with ulterior motive, against him. The allegation that the said employee has involved other High Officials of the said Bank, with ill motive, have been denied. It has also been stated that vital and relevant documents as involved in this case, were neither duly nor properly proved or facts were duly appreciated. It has also been stated that the said employee was a mere Special Assistant and not in-charge of the Bills Section, his powers were limited and he discharged his duties under and or in terms of the orders of the then Branch Manager. It has been stated that since the Enquiry Officer, belonged to Higher Official Cadre, he could not be called independent in the facts and circumstances and more so when, he took all steps to protect his colleagues.

15. The said employee deposed as WW-1, to the facts of the case and he amongst others has stated and given some particulars of the malpractices committed by the then General Manager, to which he raised objection, but without any result. He further agreed that at present, he is posted under the Inspection Department at New Delhi Head Office and in the time of hearing of this proceeding, he was inspecting at Calcutta. He further agreed that he attended the pro-

ceeding of January 28, 1984 and July 6, 1984, but claimed that without going through such proceeding, he was not in a position to say, whether the documents as asked for, were made available to him on those days. He has also agreed, to have signed the minutes on those days and it is also true that special investigation report and other documents were made available to him. He denied the suggestion that after working for 3 years in the Bills Department, he was expected to be acquainted with the workings of such Department. He ofcourse, sought to establish, it was not for 3 years, but for one year, he worked in the Bills Department. He has further agreed that he was given personal hearing by the Disciplinary Authority, but he was not aware, if further representation was made by him on April 6, 1985. He has said, after infliction of the punishment, he asked for the copy of the Report, but that was refused and for that, he could not prefer any appeal.

16. The evidence on behalf of the said Bank was lead through Bishwa Bandhu Gupta and he has said that before holding the present enquiry, he was posted at Ludhiana and at the time of enquiry, he was posted at the Zonal Office of the Bank at Lucknow and from there, he used to come to Calcutta, to hold the enquiry and at that time, he was Manager, Personnel. He has said that there are Rules for appointing Enquiry Officer and although he was in Uttar Pradesh Zone, he was asked to hold the enquiry in respect of Calcutta Zone. He has also stated that he was appointed Enquiry Officer by the Regional Manager, Calcutta, in terms of his authority and power and at the time of holding the enquiry by him, no exception was taken by the said employee. He testified the number of the concerned Circular as indicated in Ext. M-1 and said that Circular may be produced, if necessary. It was also his evidence that officers of his quality and character, were available in Calcutta and before holding this enquiry, he had occasions to hold 7 or 8 enquiries in different Regions, including his own Region and Calcutta is within the Eastern Zone of the Bank. He has denied the suggestion that he was appointed such Enquiry Officer with some motive. He has further said that he indicated that anyone could be appointed as helper excepting Sri Bharadwaj, as in terms of Clause 19.12(i)(x)(y) of the Bipartite Settlement, an officer should not be appointed as helper. In fact, he has said that he based his decision on the basis of the clauses as mentioned above and it was his evidence that he inferred that Sri Bharadwaj, should not represent, since he was an officer employee and he thought that the said Sri Bharadwaj was not a proper person to help the said employee. There was, in my opinion, no illegality or any irregularity in appointing the Enquiry Officer as above and for such appointment, the enquiry was not vitiated.

17. At the time of deposing, the witness was the Senior Manager, Personnel, but his knowledge about working in Bank, was not very convincing. It was the case of the said employee that Sri B. G. Khare, the then Manager of the Burrabazar Branch was proceeded with and the witness denied the suggestion that he held the enquiry against said Sri Khare. He has further stated that he was involved in holding 4 enquiries in respect of the Burrabazar Branch and in all the enquires, he found the persons guilty. He has further stated, while making his report, he has duly considered the pleadings, evidence and records and he has also said that he has given his due reasons, why he found the said employee guilty. It was also his evidence that since payment was obtained earlier than the date of claim, that itself would show that the persons were not working properly. It was also his evidence that he gave opportunities to the said employee, to produce his records, which are relevant to the concerned enquiry and he said that the letter dated November 29, 1983 was not relevant, as according to him, the Charge Sheet related to the period from July 3, 1979 to July 14, 1982. It was also his evidence that since the said employee was charged for his workings from November 9, 1981 to February 17, 1982, he has considered the charge for that period only in respect of charge No. 1 and he did not allow the said employee to prove that he held no adverse report, as that was beyond the scope of enquiry. It was his evidence that in terms of Clause 19.12(a) of the Bipartite Settlement, the said employee was given due opportunities and he has not considered the prayers in the letter of November 29, 1983, since all the documents were not

relevant, as per the Charge sheet. He has agreed that the said employee asked for clarification, over the word "technicalities" and the said employee tried to by-pass the relevant questions on that point. He has further stated that since it was not within the scope of the enquiry, so he has not considered, if the Bank was guilty, for allowing the customers to withdraw increasing overdraft. He has further stated that it was not within his jurisdiction to enquire, whether the integrity of the concerned customer was in doubts or if the Higher Authorities of the said Bank, allowed them to continue in such manner. He further denied categorically that he was a type of officer, who used to find the workmen guilty.

18. The order of suspension pending enquiry, on the basis of the relevant rules, cannot be held or found to be invalid or on that basis. It is true that pending enquiry, an employee can be suspended, but such employee should not be kept in suspension for eternity or for a long time. In this case, such a contingency has not arisen. He said, in this case, the charge sheet, after such enquiry, was issued after about 5 months and Mr. Singh submitted that against such issue of the charge sheet, the said employee duly lodged protest, claiming the suspension or proceedings thereafter, to be invalid. He also indicated that there was and has been no mention in the charge sheet about the loss and as such, the very basis of the concerned charge sheet was void and baseless. It was further indicated by Mr. Singh that the said employee wanted to have himself represented by Sri Bhardwaj and he was not allowed to represent the said employee, duly, properly and legally as alleged. He pointed out that the said employee was promoted as Special Assistant on July 3, 1979, but he had no idea prior to that, about the Bills Department. This submission, in my view, would not be appropriate in this case, more particularly when, then said employee was working in the Bills Department for some time. It is true that the Enquiry Officer was appointed as such, outside his Zone and was so appointed by the Zonal Manager of Calcutta Office and he was also appointed Enquiry Officer in 6 or 7 enquiries. It also appeared that the Enquiry Officer acted illegally, in refusing to call for documents from the said Bank, in terms of the letter dated November 29, 1986, although such representation was duly received and that has, according to Mr. Singh, caused violation of principles of natural justice.

19. On the basis of the report and the proceeding as held, it is an admitted fact that the said employee has been victimised with many punishments and more particularly 4 in number. Such action, in my view, was too harsh and improper and they overlapped themselves. It is also true that there could not be any effective Appeal filed by the said employee, for the reasons as indicated earlier. I shall deal with the prayers as made by the said employee in the facts of the case and also the effect of subsequent happenings on them. hereafter.

20. Mrs. Chatterjee submitted that along with the second charge sheet (Ext. M-3), which has not been denied to have been received by the said employee, the papers and particulars, which are prerequisites of holding the employee guilty for misconduct, were served and supplied, and such charge sheet was proceeded by Ext. W-1, by which, he was suspended and to that, he gave his reply by Ext. W-2. She further stated that the reply to Ext. W-3 was given by the said employee by Ext. W-4 and by Ext. W-5, he also intended to be represented by Sri Bhardwaj. She further agreed, there was no bar, but some discretion was left to the Enquiry Officer, in holding the enquiry and in refusing Sri Bharadwaj, to represent the said employee. In this case, the orders, according to her, have been duly issued. She could not deny that MW-1, the Enquiry Officer, was outside the Zone and as such also claimed that the appointment of the said Officer, in this case, was not improper. It was submitted by her that the said employee has acted in Bills Department, so no further training was required to be imparted to him. She could not also deny that the enquiry proceedings were not made available with the second show cause notice and since the said employee was posted in a lighter job, in terms of his prayers, so she claimed that there was not or could be any doubt, in respect of jeopardising his case, as claimed. She further pointed out that July 3, 1979 to May 14, 1982 the said employee was working in the Bills Department and as such also, there was no necessity for giving him any training. She further contended that the said

employee was required to act on the basis of oral instructions of Sri Khare, but they have not been proved and as such, such defence, cannot be accepted or acted upon. She also indicated that the grant of Special Allowance, was neither a promotion nor a selection and for that, no right accrued to the said employee, which has been or could vitiate the proceedings. The fact of receiving special allowance, will not be a case of promotion or that created in favour of the said employee, some right or any iota for the same, cannot be said or agreed. The Bank Employees do get or are entitled to such allowance, for performing special duties and if and when such special posting or work is duly withdrawn, that cannot cause any right to be denied that too could be claimed as a matter of right.

21. On the basis of the pleadings as indicated earlier, the said employee has claimed firstly, that the infliction of punishment on him, regarding withdrawal of special allowance and also barring him from further promotion, officiating or otherwise as Special Assistant or an officer for the next five years, was not fair and reasonable. In my view, the infliction of so many penalties, was not proper and justified. He secondly claimed to be reimbursed for the loss sustained by him, due to his wrongful and mala fide transfer, on account of loss sustained and also on account of special posting and House Rent. I have already indicated that special allowance goes with the special posting and as such, I feel that the said employee cannot claim anything on that account. I say further that transfer is an incident of service, as such, unless the transfer of the said employee, is found to be mala fide or in colourable use of power, he will not be entitled to maintain any claim on that score. Here in this case, such mala fide or colourable use of power, has not been established. He has thirdly, claimed reasonable amount of damages for the loss sustained by him for his stoppage of promotion and lastly and fourthly, a reasonable compensation for harassment and mental agony on account of his posting at Jhilmilli Branch. The fourth prayer of the said employee, in view of my findings earlier, will not be available. But, he can certainly maintain his claim for the third prayer. Admittedly, the said employee has been promoted subsequently. Such promotion, in my view shows, condonation of his past act and for that, he may claim to sustain his demand for necessary compensation upto the date of his promotion.

22. I have already indicated that the imposition of so many penalties as mentioned in the first prayer of the said employee and that too for one offence and on the basis of one charge sheet and that too, in the same facts, was improper and as such, all the punishments as indicated therein, were not proper and bonafide. I further feel that the refusal to have the assistance of Sri Bharadwaj in the enquiry was not proper and there, the Enquiry Officer has committed a wrong and the proceeding was vitiated and the same should be set aside.

23. Thus, as a result of my findings as above, the said employee, in the facts of this case, will not be entitled to maintain all his claims, but he will certainly be entitled to ask for compensation for the loss sustained by him, due to the delayed promotion.

24. The Reference is thus answered in the affirmative and in favour of the said employee and to the effect that debarring him from further promotion, officiating or otherwise, for five years, was neither reasonable nor fair or proper.

25. This is my Award.

MANASH NATH ROY, Presiding Officer

Dated, Calcutta
the 8th July, 1993

नई दिल्ली, 13 अगस्त, 1993

का.प्रा. 1865 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कार्गारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता 1844 GI/93—3

के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[(संख्या एल-12012/272/92-आई आर बी/2)]

वी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1865.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 12-8-1993.

[No. L-12012/272/92-IRB4]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 1 of 1993

PARTIES :

Employers in relation to the Management of Bank of India.

AND

Their Workmen.

PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCE :

On behalf of Management : Mr. L. Dasputa, Industrial Relations Officer.

On behalf of Workmen : Mr. P. K. Mukherjee, concerned workman in person.

STATE : West Bengal.

INDUSTRIAL : Banking.

AWARD

By Order No. L-12012/272/92-IR(B.II) dated 11-12-1992, the appropriate Government, under section 10(I)(d) and Sub-section (2A) of the Industrial Disputes Act, 1947, referred the following dispute for adjudication :—

"Whether the action of the management of Bank of India proposing punishment vide their letter dated 17-12-90 against Sri P. K. Mukherjee, General Secretary of Bank of India National Employees Congress and member of National Executive of INBEC by way of issuing chargesheet is justified or not? If not, to what relief the concerned workman is entitled?"

2. During the pendency of the proceedings, parties to the dispute have come to a settlement after necessary discussions and as such the Union has informed that they are no longer interested in continuing with this proceedings.

3. In view of the above, I dispose of the Reference in terms of the prayers as made in the application filed on June 16, 1993.

4. The Reference is thus disposed of. This is my Award.

MANASH NATH ROY, Presiding Officer

Dated, Calcutta,

The 20th July, 1993.

नई दिल्ली, 13 अगस्त, 1993

का.प्रा. 1866 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार औरी वन्टल इन्शोरन्स कम्पनी लि. के प्रबन्धन के संबन्ध
नियोजकों और उनके कर्मचारों के बीच, अनुबंधों निदिष्ट
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,
नं. 2, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय
सरकार को 12-8-93 को प्राप्त हुआ था।

[संख्या एल-17012/133/90-आई आर बी-2]

वी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1866.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Co. Ltd. and their workmen, which was received by the Central Government on 12-8-1993.

[No. L-17012/133/90-IRB-II]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri P. D. Apshankar, Presiding Officer.

Reference No. CGIT-2/2 of 1991

PARTIES :

Employers in relation to the management of Oriental Insurance Company Ltd.

AND

Their Workmen.

APPEARANCES :

For the employer :—(1) Mr. A. R. Mhatre, (2) Mrs. A. Thomas, Representatives.

For the workmen—No appearance.

INDUSTRY : Insurance.

STATE : Maharashtra.

Bombay, dated the 29th July, 1993

AWARD

The Central Government by their order No. L-17012/133/90-IRB-II dated 14th January, 1991 have referred the following industrial dispute to this Tribunal for adjudication under section 10(F)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Oriental Insurance Company Limited in relation to its Nasik Branch office in terminating the services of Shri S. N. Kulkarni, Assistant (Clerical) of branch office Nasik w.e.f. 26th April, 1985, is justified? If not, to what relief the workman is entitled?"

2. The case of the said workman, as disclosed from the statement of claim (Ex. 2) filed by him, in short is thus :—

He was appointed as "Assistant" (Clerical) by the Oriental Insurance Co. Ltd., at the Nasik branch by the letter dated 14th October, 1983. He was in the service of the said insurance company from 1st November, 1983 and he was put on probation for the period of six months by the letter dated 2nd May, 1984. However, the said insurance company, all of a sudden terminated his service by the letter dated 26th April, 1985. While terminating his service, the Insurance company had committed a breach of provisions contained in section 25F of the Industrial Disputes Act, and the said termination was

also in violation of the principles of natural justice. He was not punished for any misconduct during his entire service period, and his service record was unblemished. No departmental enquiry was held against him before the termination of his service. After the termination of his service had made the necessary representation to the Management. However, his request was not considered by the management. Hence he raised the necessary industrial disputes before the Assistant Labour Commissioner (Central) Pune. However, as the conciliation proceedings ended in failure, the Central Government made the reference as above. The said workman, therefore, lastly prayed that this Tribunal should direct the management to reinstate him in service with full back wages and continuity of service w.e.f. 26th April, 1985.

3. The Oriental Insurance Company by their written statement (Ex. 3) opposed and contested the said claim of the workman and in substance contended thus :—

The said workman had made an application to the Oriental Insurance Company for service, and accordingly the said Company had appointed him on ad hoc basis by the letter dated 14th October, 1983 and he was asked to join the duty not later than 7th November, 1983. Accordingly the said workman had joined the service of the company. The said workman was appointed on probation from 2nd May, 1984 as per the letter dated 2nd May, 1984 at the Nasik Branch. As per the condition 2(b) of the said letter, the service of the workman was liable to be terminated without any notice and without assigning any reason by the company. However, during the period of probation the said workman has committed misappropriation of the amount of the company during the period of October to December, 1984. The said dishonest act on the part of the workman was noticed by the Branch Officer, and an enquiry was held against the workman. The show cause notice was issued to the workman. The workman by his letter dated 13th December, 1984 admitted the misappropriation during the enquiry proceedings. The workman then paid the amount of Rs. 1506 to the company. The Insurance Company had doubt about the behaviour of the workman. The detailed vigilance enquiry was pending against the workman. Hence his period of probation was extended to further period of six months.

4. The Insurance Company came to know from the Division Office of the company that the said workman had further committed the misappropriation of the company's amount of Rs. 3362. Hence the Enquiry Officer was appointed to conduct the necessary enquiry against him. The Insurance Company found that the conduct of the workman was unsatisfactory. Hence, the company terminated his service w.e.f. 26th April, 1985 as per the terms and conditions contained in the appointment letter dated 2nd May, 1984. The action taken by the company was as per the provisions of the General Insurance (Conduct, Discipline and Appeal) Rules 1975, and as per contract of employment. In view of the admission of charge by the workman, full-fledged enquiry was not found necessary against him. After the letter of termination dated 26th April, 1985 was served upon the workman, he admitted his guilt, and filed the mercy petition dated 17th May, 1985 before the Appellate Authority. However, as the company had lost faith in the workman, his services were terminated. The said termination is just, proper, and as per the law. The Insurance company did not commit any breach of the provisions contained in Section 25F of the Industrial Disputes Act. The said workman is not entitled to reinstatement in service, or to any other relief. The Insurance company, therefore, lastly prayed for the rejection of the prayer of the workman.

5. The Issues framed at Ex. 4 are :—

- (1) Whether, while terminating the services of the workman Shri S. N. Kulkarni, the management committed a breach of the provision contained in Section 25F of the Industrial Disputes Act?
- (2) Whether, while terminating the services of the workman, the principles of natural justice were not followed by the management?

(3) Whether the action of the management of Oriental Insurance Company Limited in relation to its Nasik Branch Office in terminating the service of Shri S. N. Kulkarni, Assistant (Clerical) of branch office Nasik w.e.f. 26th April, 1985, is justified?

(4) If not, to what relief the workman is entitled?

(5) What Award?

6. My findings on the said issues are:—

1. Issue does not survive.
2. Were followed.
3. Yes.
4. Nil.
5. As per below.

Reasons :

7. After the Issues were framed on 29-1-1992, the reference was adjourned for filing the documents by both the parties. However, since then the workman remained absent on several dates till 15-10-92. Thereafter the reference was posted for filing the affidavit by the workman on 3-12-1992. However on that date and also on the subsequent dates till the last date 5-7-1993, the workman remained absent. As the workman had remained absent constantly, the management was directed to file the affidavit of their witness in support of their case. Accordingly the management filed the affidavit (Ex. 15) of Shri Arvind Mhatre, the Deputy Manager, in support of their case. Even after the filing of that affidavit by the witness of the management, the workman remained absent. Therefore, what the said witness for the management stated in his affidavit, has gone unchallenged. The said witness stated in his affidavit that the different statements made by the management in their written statement, as well as the contents of the different documents produced by them, be read as part of that affidavit. Therefore, in the absence of any thing the contrary, I accept the contentions of the management raised in their written statement, as well as contents of the different documents produced by the management.

8. According to the management, the services of the said worker were terminated as he had committed certain misconduct. Ex. 16 is a copy of the letter dated 13-12-1984 sent by the said workman Shri Kulkarni to the Oriental Insurance Company, Nasik. In that letter he clearly admitted that "On account of certain domestic difficulties, I had utilized the company's fund without the knowledge of the concerned authorities, for which I apologize and I guarantee that I shall not repeat the same practice in future." Therefore as the workman had misappropriated the amount of the company, and had thus committed the misconduct, the said company by its letter dated 26-4-1985 (Ex. 7) terminated the service of that workman. In that letter of termination of services of that workman, the manager-in-charge clearly state that in view of his misconduct, his services were there by terminated with immediate effect. Against that order the workman had approached the Appellate Authority and had sent the letter dated 17-5-1985, (Ex. 17). In that letter, the said workman clearly stated that, "I accept that for some time I misappropriated the company's fund but the same was deposited in the company. I also requested the Inquiry Officer to recover from my salary, the amount still outstanding. I repent for this misconduct and I assure you that in my future life time, I will not commit any such act. I therefore, request you to reinstate me in employment." As such the said workman clearly admitted in the said letter addressed to the Appellate Authority that he had committed certain misconduct.

9. According to the workman, while terminating his services, the management did not comply with the provisions of section 25F of the Industrial Disputes Act. However, in the present case the services of the workman were terminated for the misconduct done by him. As such he was not retrenched from the service. Therefore, there was no question of complying with the provisions of section 25F of the said Act. However, before terminating services of that workman, necessary enquiry was held against him, and the principles of natural justice were followed by the management. Therefore, the action of the management in terminating the services of the said workman, is quite just, legal and proper. The workman is therefore entitled to no relief.

Issues nos. 1 and 4 are, therefore, found accordingly.

In the result, following Award is passed.

AWARD

10. The action of the management of Oriental Insurance Company Limited in relation to its Nasik Branch Office, in terminating the services of Shri S. N. Kulkarni, Assistant (Clerical) of branch office, Nasik w.e.f. 26th April, 1985 is just, legal and proper.

The parties to bear their own costs of this reference.
29-7-1993.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 12 अगस्त, 1993

का.आ. 1867:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ अमेरिका के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचरट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-93 को प्राप्त हुआ था।

[संख्या एन-12012/215/90-आई आर (बी-III)]

डि.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 12th August, 1993

S.O. 1867.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of America and their workmen, which was received by the Central Government on the 10-8-1993.

[L-12012/215/90-IR(BIII)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 122/90

In the matter of dispute between :

Shri Anil Dass, Represented by General Secretary, Bank of America Staff Union, New Delhi, 3052 Kalyan Singh Street, Mori Gate, Delhi-110006.

Versus

Head Operations, Bank of America, 'Hansalaya' Bora Khamba Road, New Delhi-110001.

APPEARANCES :

Workman—in person.

Shri Dinesh Agnani with Shri Atul Sharma—for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/215/90-IR.B.III, dated 17-10-90 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of America in not assigning posts carrying spl. allowance, and not giving encode machines operator allowance and special allowance for Head Clerk duty to Shri Anil Das, Machine Operator, though senior to Shri Teninder Singh Grover and Ms. Ri'a

Grover is justified? If not, to what relief the workman is entitled".

2. The case was fixed for 2-8-93 for written arguments when application was filed by the workman alongwith the management for taking up the file and recording settlement between the parties. The parties filed settlement Ex. M1 and also made statement that the dispute has since been settled and a no dispute award may be passed in this case.

3. In view of the statement of the parties and the settlement Ex. M1 I accept the settlement and hold that no dispute now exist between the parties and the party shall remain bound by the terms of the settlement. Parties are left to bear their own costs in view of the settlement.

19th July, 1993.

GANPATI SHARMA, Presiding Officer

To,

July 19, 1993

The Presiding Officer,
C.G.I.T.,
New Delhi.

Dear Sir,

This is to inform you that an Industrial Dispute No. 122 of 1990 is pending in your Honourable Court.

I have arrived at a settlement with the Management and would now like to withdraw the said dispute. As per the settlement arrived at with the Bank, I shall be paid a sum of Rs. 35,000 (Thirty five thousand only) in full and final settlement of my claim in the aforesaid dispute and also an LCA pending in this Honourable Tribunal.

A no dispute award be passed in the aforesaid dispute since I have resigned from the services of the Bank with close of Business Hours of July 3, 1993. I have also resigned from the membership of Bank of America Staff Union.

I would therefore again request you to please pass a "No dispute award" in the aforesaid dispute. I hereby also confirm that I or anybody on my behalf shall not raise any dispute whatsoever and the authority given to the Union also to represent me in the aforesaid dispute also stands withdrawn and no body is authorised to represent me in the aforesaid dispute.

Thanking you,

Yours Sincerely,
(Anil Dass), Petitioner

Sd/- ATUL SHARMA,
Management Representative
Sd/- DINESH AGNANI,
Authorised Representative

नई दिल्ली, 12 अगस्त, 1993

का.आ. 1868.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ अमेरिका एन.टी. एण्ड एस.ए. के प्रबन्धन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-93 को प्राप्त हुआ था।

[संख्या एन-12012/2/90-आई.आर.(बैंक-1)]

क. वी. बी. उण्णी, बैंक अधिकारी

New Delhi, the 12th August, 1993.

S.O. 1868.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

heroby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of America NT & SA and their workmen, which was received by the Central Government on the 10th August, 1993.

[No. L-12012/2/90-IR (Bank-I)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 21/90

In the matter of dispute between:

Shri Anil Kumar Mediratta, Special Assistant,
represented by General Secretary,
Bank of America Staff Union, New Delhi,
3062-Kalyan Singh Street, Mori Gate,
Delhi-110006.

Versus

Head Operations,
Bank of America NT & SA,
"Hansalaya" 15 Bara Khamba Road,
New Delhi-110001.

APPEARANCES:

Shri Anil Kumar—in person.
Shri Dinesh Agnani with Shri Atul Sharma—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/2/90-I.R. Bank I dated 8th February, 1990 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Bank of America, New Delhi in issuing an order to do typing work to Shri Anil Kumar Mediratta, Special Assistant and subsequently withdrawing allowance of Rs. 524 was justified? If not, to what relief the workman is entitled?"

2. The case was fixed for 17th August, 1993 for workman evidence when application was filed by the workman alongwith the management for taking up the file and recording settlement between the parties. The parties filed settlement Ex. M1 and also made statement that the dispute has since been settled and a no dispute award may be passed in this case.

3. In view of the statement of the parties and the settlement Ex. M1 I accept the settlement and hold that no dispute now exist between the parties and the party shall remain bound by the terms of the settlement. Parties are left to bear their own costs, in view of the settlement.

GANPATI SHARMA, Presiding Officer

July 20, 1993.

The Presiding Officer,
Central Government Industrial Tribunal,
New Delhi.

Re: ID No. 21/1990

Dear Sir,

This is to inform you that the subject Industrial Dispute is pending in your Honourable Court.

I have arrived at a settlement with the Management and would now like to withdraw the said dispute. As per the settlement arrived at with the Bank, I shall be paid a sum of Rs. 100,000 (one lakh only) in full and final settlement of my claim in the aforesaid dispute and also an LCA pending in this Honourable Tribunal, subject to my withdrawal of the said disputes.

A no dispute award be passed in the aforesaid dispute since I have resigned from the services of the Bank with close of business hours of July 3, 1993. I have also resigned from the membership of Bank of America Staff Union and as Vice President of the said Union.

I would, therefore, once again request you to please pass a "No Dispute Award" in the aforesaid dispute. I hereby also confirm that I or anybody on my behalf shall not raise any dispute whatsoever and the authority given to the union to represent me in the aforesaid dispute also stands withdrawn and no body is authorised to represent me in the aforesaid dispute.

Thanking you

Yours sincerely,

Sd/-
Anil Mediratta
(Petitioner)

Sd/-
Atul Sharma
(Management Representative)

Sd/-
Dinesh Agnani
(Auth. Representative)

नई दिल्ली, 12 अगस्त, 1993

का.भा. 1869.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लिमिटेड का भोरा क्षेत्र, सं. 11 के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं.-2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[सं. एल-20012 (195) 85-डी-3(ए) आई आर (कोल-1)]
एच.सी. गोड़, डेस्क अधिकारी

New Delhi, the 12th August, 1993

S.O. 1869.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. II Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhowra Area No. XI of M/s. BCCL and their workmen which was received by the Central Government on 12th August, 1993.

[No. L-20012(195)/85-D.III(A)/IR (C-D)]
HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 37 of 1986

PARTIES:

Employers in relation to the management of Bhowra Area No. XI of M/s. B.C.C.L.

AND

Their workmen.

APPEARANCES:

On behalf of the workmen—Shri D. K. Verma, Advocate.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 30th July, 1993

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(195)/85-D.III(A) dated, the 13th January, 1986.

SCHEDULE

"Whether the action of the management of Bhowra Area No. XI of M/s. Bharat Coking Coal Ltd., Dhanbad in denying supervisory grade of Automobile Foreman to Shri Shyam Kishore, Mechanic, Bhowra area office from 1980 is justified? If not, to what relief the workman is entitled?"

2. This reference is pending disposal since 1986. But the parties seldom appeared although a number of regd. notices were sent. No W.S. was filed. From the various order sheets I find that sometimes the representative of the union appeared and prayed for time for filing W.S. But lastly no W.S. was filed. On 19th September, 1986 the workman was present and the reference was adjourned on his request. Again on 4th March, 1987 one Shri D. K. Verma, Advocate appeared for the workman and filed authority and also prayed for time. Similarly on 27th May, 1987 Shri Verma again prayed for time and after that nobody appeared on behalf of the workmen. Lastly Shri B. Joshi, Advocate submitted on 15th March, 1993 that no steps are being taken by the workmen and so he requested for passing no dispute award. The reference is quite old and it appears that the workman is not interested in pursuing the matter under controversy. In the circumstances 'no dispute' Award is passed.

B. RAM, Presiding Officer

30th July, 1993.

नई दिल्ली, 13 अगस्त 1993

का.भा. 1870 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक, के प्रबन्धतंत्र से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-93 को प्राप्त हुआ था।

[संख्या एल-12012/259/89-आई आर (बी-III)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1870.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 13th August, 1993.

[No. L-12012/259/89-IR (B-III)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

PRESENT:

Shri Justice R. G. Singhakar, Presiding Officer.

Reference No. CGIT-1/20 of 1990

PARTIES:

The Employers in relation to the Management of State Bank of India

AND

Then Workmen.

APPEARANCES :

For the Employer—Shri S. F. Vagus, Asst. Manager, Vasco-da-Gama Branch.

For the Workmen—No appearance.

INDUSTRY : Banking. STATE : Goa.

Goa, dated the 26th day of July, 1993

(Dictated in the Open Court during camp Court Sitting at Goa, from 26th day of July, 1993 to 30th day of July, 1993)

AWARD

The following reference has been made to this Tribunal by the Government of India, Ministry of Labour, by order dated 27th June, 1990.

"Whether the action of the management of State Bank of India, Regional Office, Panaji-Goa, in not continuing Shri C. F. Mascarenhas in the post of Cashier-cum-Godown Keeper beyond 10th January, 1988 is justified? If not to what relief the workman is entitled to?"

Statement of claim has been filed on behalf of the workmen on 28th March, 1991. He has contended therein, that the party No. 1, i.e. the State Bank of India be directed to cancel his illegal reversion from Cashier-cum-Godown Keeper's post to Record Keeper's post and that he be allowed to continue as Cashier-cum-Godown Keeper, and be paid the allowance of Rs. 50 per month with retrospective effect from 10th January, 1988, i.e. the date of his reversion. This has been opposed by the State Bank of India by its written statement filed on 23rd April, 1991.

Today, when the matter was called out, on behalf of the State Bank of India, a statement has been filed. It has been stated therein that the aggrieved workman has expired on 22nd October, 1992. In view of this unfortunate death of the workman, there is no dispute now survives.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

आदेश

नई दिल्ली, 13 अगस्त, 1993

का.मा. 1871:—जबकि केन्द्रीय सरकार की यह राय है कि इसके साथ संलग्न अनुसूची में निर्दिष्ट मामलों पर नियोजकों अर्थात् भारतीय खाद्य निगम और इनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है,

और जबकि केन्द्रीय सरकार की यह राय है कि उपर्युक्त विवादित प्रश्न राष्ट्रीय महत्व का है।

और जबकि केन्द्रीय सरकार की यह राय है कि उपर्युक्त विवाद का न्याय-निर्णयन राष्ट्रीय औद्योगिक अधिकरण द्वारा किया जाना चाहिए;

और जबकि औद्योगिक विवाद अधिनियम, 1947 की धारा 7 (ख) (1947 का 14) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने श्रम मंत्रालय के आदेश सं. एल-11011/3/89-आई.आर. (प्रकीर्ण) दिनांक 7/9-12-1990 के तहत एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया जिसका मुख्यालय बम्बई में रखा और इसके पीठासीन अधिकारी के रूप में न्यायमूर्ति श्री एस.एन. खत्री को नियुक्त किया और उपरोक्त अधिनियम की धारा 10 की उप-धारा (1-क) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए उपरोक्त औद्योगिक विवाद को न्याय-निर्णयन के लिए उपरोक्त राष्ट्रीय औद्योगिक न्यायाधिकरण के पास प्रेषित किया;

और जबकि श्री एस. एन. खत्री का कार्यकाल 20-12-1991 को समाप्त हो गया;

अब, इसलिए, एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया जाता है, जिसका मुख्यालय बम्बई में होगा तथा जिसके पीठासीन अधिकारी के रूप में न्यायमूर्ति श्री आर.जी. सिन्हाकर होंगे और उपरोक्त विवाद को इस निर्देश के साथ न्यायनिर्णयन के लिए उपरोक्त राष्ट्रीय औद्योगिक न्यायाधिकरण के पास प्रेषित किया जाता है कि न्यायमूर्ति श्री आर.जी. सिन्हाकर उस स्थिति से न्यायिक कार्यवाई शुरू करेंगे जहां पर न्यायमूर्ति श्री एस.एन. खत्री ने उसे रोक दिया था और उसे कानून के अनुसार निष्पादित करेंगे।

[सं. एल-22012(38) एफ/90-आई.आर. (को.-II)]

राजा लाल, डेस्क अधिकारी

ORDER

New Delhi, the 13th August, 1993

S.O. 1871.—Whereas the Central Government was of the opinion that an industrial dispute existed between the employers, that is to say, Food Corporation of India and their workmen;

And whereas the Central Government was of the opinion that the said dispute involved a question of national importance;

And whereas the Central Government was of the opinion that the said dispute should be adjudicated by a National Industrial Tribunal;

And whereas the Central Government, in exercise of the powers conferred by Section 7B of the Industrial Disputes Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour Order No. L-22012(38)/F/90-IR(C.II) dated 19-12-91, with headquarters at Bombay and appointed Justice Shri S. N. Khatri as its Presiding Officer and in exercise of the powers conferred by sub-Section (1A) of Section 10 of the said Act, referred the said industrial dispute to the said National Industrial Tribunal for adjudication.

And whereas the term of Shri S. N. Khatri has expired on 20-12-1991;

Now, therefore, a National Industrial Tribunal is constituted with Headquarters at Bombay with Justice Shri R. G. Sindhakar as its Presiding Officer and the abovesaid dispute is referred to the said National Industrial Tribunal for adjudication with the direction that Justice Shri R. G. Sindhakar shall proceed with the proceedings from the stage at which it was left by Justice Shri S. N. Khatri and dispose of the same according to law.

[No. L-22012(38)/F/90-IR(C-II)]

RAJA LAL, Desk Officer

नई दिल्ली, 13 अगस्त 1993

का.मा. 1872:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार मै. सुप्रीम कार्गो मूवर्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बम्बई संख्या-2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[एल-31011/12/91-आई.आर. (विविध)]

बी. एम. डेविड, हेड ऑफ अधिकारी

New Delhi, the 13th August, 1993

S.O. 1872.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay, No. 2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Supreme Cargo Movers and their workmen, which was received by the Central Government on 12-8-1993.

[No. L-31011/12/91-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT:

Shri P. D. APSHANKAR, Presiding Officer

Reference No. : CGIT-2/33 of 1992

PARTIES:

Employer in relation to the Management M/s. Supreme Cargo Movers, Bombay

Vs.

Their Workmen

APPEARANCES:

For the Employer : Mr. R. K. Ahuja, Advocate.

For the Workmen : S. R. Wagh, Advocate.

INDUSTRY : Ports and Docks, STATE : Maharashtra, Bombay, dated the 29th July, 1993

AWARD

The Central Government by their order No. L-31011/12/91-IR (Misc.) dated 27-5-1992 have referred the following industrial dispute to this Tribunal for adjudication under section 10(1)(3) of the Industrial Disputes Act, 1947.

"Whether the demands contained in letter No. TD/34/1665/90 dated 27-8-1990 addressed by the secy. Transport and Dock Worker and Union Bombay to M/s. Supreme Cargo Movers a licenced custom House agent of Clearing & Forwarding Agent operating in Major port of Bombay (copy enclosed as annexure-D) are justified? If so, what relief the workmen concerned are entitled to and from what date? and";

"Whether the action of the management of M/s. Supreme Cargo Movers Custom House Agent of Clearing & forwarding Agents operating in Major port of Bombay in terminating the service of Shri K. T. Kashid a workman w.e.f. 10-9-1990 during the pendency of industrial dispute in violation of section 33 of the I.D. Act 1947, is justified? if so, to what relief is the workmen entitled?"

2. While the present reference was at the stage of filing the statement of claim by union, the representatives of the union in question and of the management filed the application (Fr. 2) stating thus :

"The union representing the Workmen in the above matter respectfully submits that none of the workmen is interested to pursue this case. The workmen have also jointly informed the union in writing to that effect vide their letter dated 15-2-1993. As far as the workman Mr. R. T. Kashid is concerned he is already pursuing his case separately for reinstatement with full back wages etc., being Reference No. 309/91 before Labour Court No. 7, Maharashtra at Bombay.

In the above said circumstances the union does not wish to pursue this reference.

The parties therefore pray that the Honable Tribunal may be pleased to dispose off this Reference accordingly."

Therefore, in view of the said request by both the parties, the present reference stands disposed off.

29-7-1993.

P. D. APSHANKAR, Presiding Officer

आदेश

नई दिल्ली, 13 अगस्त 1993

का.आ. 1873 :—जबकि केन्द्रीय सरकार की यह राय थी कि इण्डियन एयरलाइन्स के प्रबंधन और उनके श्रमिकों के बीच औद्योगिक विवाद विद्यमान था,

और जबकि केन्द्रीय सरकार की यह राय थी कि उपरोक्त विवाद में राष्ट्रीय महत्व का प्रश्न अन्तर्गस्त था,

और जबकि औद्योगिक विवाद अधिनियम, 1947 की धारा 7(ख) (1947 का 14) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने श्रम मंत्रालय के आदेश सं. एल-11011/3/89-आई.आर. (प्रकीर्ण) दिनांक 7/9-12-1990 के तहत एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया जिसका मुख्यालय बम्बई में रखा गया और इसके पीठासीन अधिकारी के रूप में न्यायविद् श्री एस.एन. खत्री को नियुक्त किया और उपरोक्त अधिनियम की धारा 10 की उप-धारा (1-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उपरोक्त औद्योगिक विवाद को न्यायनिर्णयन के लिए उपरोक्त राष्ट्रीय औद्योगिक न्यायाधिकरण के पास प्रेषित किया;

और जबकि श्री एस. एन. खत्री का कार्यकाल 20-12-1991 को समाप्त हो गया,

अब, इसलिए, एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया जाता है, जिसका मुख्यालय बम्बई में होगा तथा जिसके पीठासीन अधिकारी के रूप में न्यायविद् श्री आर.जी. सिन्हाकर होंगे और उपरोक्त विवाद को इस निदेश के साथ न्यायनिर्णयन के लिए उपरोक्त राष्ट्रीय औद्योगिक न्यायाधिकरण के पास प्रेषित किया जाता है कि न्यायविद् श्री आर.जी. सिन्हाकर उस स्थिति से न्यायिक कार्रवाई शुरू करेंगे जहां पर न्यायविद् श्री एस.एन. खत्री ने उसे रोक दिया था और उसे कानून के अनुसार निष्पादित करेंगे।

[सं. एल-11011/3/89-आई.आर. (प्रकीर्ण)]

बी. एम. डेविड, हेड ऑफ अधिकारी

ORDER

New Delhi, the 13th August, 1993

S.O. 1873.—Whereas the Central Government was of the opinion that an industrial dispute existed between the management of Indian Airlines and their workmen;

And whereas the Central Government was of the opinion that the above said dispute involved a question of national importance;

And whereas the Central Government was of the opinion that the above said dispute should be adjudicated by a National Industrial Tribunal;

And whereas the Central Government, in exercise of the powers conferred by Section 7 B of the Industrial Disputes Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour order No. L-11011/3/89-IR (Misc.) dated 7/9-12-1990 with headquarters at Bombay and appointed Justice Shri S. N. Khatri as its Presiding Officer and in exercise of the powers conferred by sub-section (1 A) of Section 10 of the said Act, referred the said industrial dispute to the said National Industrial Tribunal for adjudication;

And whereas the term of Shri S. N. Khatri expired on 20-12-1991;

Now, therefore, a National Industrial Tribunal is constituted with headquarters at Bombay with Justice Shri R. C. Sindhakar as its Presiding Officer and the abovesaid dispute is referred to the said National Industrial Tribunal for adjudication with the direction that Justice Shri R. G. Sindhakar shall proceed with the proceedings from the stage at which it was left by Justice Shri S. N. Khatri and dispose of the same according to law.

[No. L-11011/3/89-IR.(Misc.)]

B. M. DAVID, Desk Officer

नई दिल्ली, 13 अगस्त, 1993

का.प्र. 1874.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्रीमति गीताबाला मनोहर नाईक पारुलेकर के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दम्बई संख्या-2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[सं. एल.-29011/8/86-डी-III (बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1874.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, BOMBAY No. 2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Smt. Geetabala Manohar Naik Parulekar and their workmen, which was received by the Central Government on 12-8-93.

[No. L-29011/8/86-D.III(B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 BOMBAY

PRESENT :

Shri P. D. APSHANKAR, Presiding Officer.

REFERENCE No. CGIT-2/8 of 1987

PARTIES :

Employers in relation to the management of Smt. Geetabala Manohar Naik Parulekar.

AND

Their Workmen.

APPEARANCES :

For the Employer : Shri A. P. CARDOZO, Advocate.

For the Workmen : Shri SUBHAS NAIK, Representative.

INDUSTRY : Mining.

STATE : Goa.

Bombay, the 23rd July, 1993

AWARD

The Central Government by their order no. L-29011/8/86-D. III (B) dated 12-1-1987 have referred the following industrial dispute to this Tribunal for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the termination of services of Shri Banudas C. Naik, Fondu Jipra Gowde and D. S. Hedge by the management of M/s. Manohar Hiru Naik Parulekar by relieving/retranching the said workmen vis-a-vis the provisions of the Industrial Disputes Act, 1947, is valid and justified? If not, what relief the said workmen are entitled to?"

2. The case of the three workmen as disclosed from the statement of claim (Ex. 2/W) filed on their behalf by the General Secretary of 'Goa Mining Labour Welfare Union' in short is thus :—

M/s. Manohar Hiru Naik Parulekar are the owners of Pissurlem Mine and are the Sole lease holder of these Iron Ores since the last many years. The only staff maintained by M/s. Manohar Hiru Naik Parulekar was thus :—

- (1) Mr. John Dias—Incharge as from 1976 at a rate of wages of Rs. 485/- Consolidated.
- (2) Mr. Fondu Jipra Gowde—Watchman, as from 1975 at a rate of Rs. 425/- per month (Consolidated).
- (3) Mr. D. S. Hedge—Weigh-Bridge supervisor, from 1977 at a rate of wages of Rs. 435/- per month (Consolidated) and
- (4) Mr. Banudas C. Naik—Weigh-Bridge supervisor from 1-6-1981 at a rate of Rs. 350/- Consolidated.

The wages awarded to the said members of the staff by the management were far below the normal standards. The work of the said employees was to maintain a tug on the extraction of Iron Ore from the Pissurlem Mines. The weigh-bridge supervisors were stationed at the Weigh-bridge and every truck load of extracted iron ore the Weigh-Bridge at the Maina Plot and for every truck unloaded, four slips are issued. All slips are collected at the end of the day to get a total of the Iron Ore extracted and loaded at Maina River side plot.

As the wages given to the workmen of the said management were far below the normal standards, the workers employed by M/s. Manohar Hiru Naik Parulekar had demanded by a Charter of Demands addressed to the Director of Pissurlem Mines, to increase the wages. The workers had demanded that they be brought on level with the employees of M/s. FOMENTO regarding their wage scales and that they be granted necessary Variable Dearness Allowance, Provident Fund Scheme and other benefits like HRA, Bonus etc. on par with M/s. FOMENTO. The workman also raised an industrial dispute with the Assistant Labour Commissioner (Central) in that respect. However, the management did not increase the wages of the workmen in any way, but on the contrary, terminated their services by the letter dt. 27-3-1986. Those letters were signed by Smt. Geetabala M. B Parulekar and by the said letters they were informed thus :—

"This is to inform you that your services are no more required by us with effect from 28th March 1986. You are required to approach our office at Mapuca to collect all your legal dues, if any."

The said termination of the workmen was in contravention of the provisions contained in 25F of the Industrial Disputes

Act, as at the time of termination of their services, the workmen were not given one month's notice, or one month's wages in lieu of notice, and were also not paid necessary retrenchment compensation, even though the workman Gowde and completed more than ten years of service, the workman Shri Hegde had completed more than 8 years of service, and the workman Shri Naik had completed more than 4 years of service with the management. As such the termination of the services of the said workmen is illegal. The workmen therefore lastly prayed that this Tribunal should direct the management to reinstate them in service w.e.f. 28-3-1986 i.e. the date of the termination of their service with full back wages and continuity of service.

3. The employer Geetabala Parulekar through the power of Attorney by the written statement (Ex. 3) opposed and contested the said claim of the workmen, and in substance contended thus :—

The three employees were not the "Workmen" within the meaning of the section 2 (S) of the Industrial Disputes Act. The said persons were employed as the casual labourers, and at no point of time they were in continuous service of the employer for a period of one year before the termination of their services. As such this Tribunal has no jurisdiction to entertain and decide the present reference. As the said persons were not the workmen, the reference made by the Central Government is not tenable in law, and is illegal. The employer further contended thus :—

It is not true that the task of the said persons was to maintain a check on the extraction of iron ore from the Pissurlem Mines so that there could be a correct calculation of the quantity of iron ore going out of pissurlem mines. The said persons had no definite work assigned to them, either as weigh bridge supervisors or watchmen. It is not true that any of the said persons ever issued any slips for every truck unloaded or did any watchman duty. It is true that four slips are prepared, but they are prepared by the workman employed in the mines operated by M/s. Socienado de Fomento. It is true that the said workmen had made a demand regarding the increase of their wage scale and that they be brought on level with that of M/s. Socienado de Fomento. However, the said persons were not the workmen of the employer, and as such their demand was redundant. The above said persons were not entitled to any retrenchment compensation etc. However, the employer is ready to offer them one month's wages in lieu of notice and the necessary retrenchment compensation. However, those persons themselves refused to accept it. The termination of the services of the said workmen was not illegal, as the said persons were employed to do the work only of casual nature and were not in continuous service of the employer, without prejudice to the contentions of the employer, the employer is even now prepared to pay one month's wages in lieu of notice, and the necessary retrenchment compensation to the workmen. The said persons are not entitled to reinstate in service. The employer, therefore, lastly prayed for the rejection of the prayer of the said persons.

The Issues framed at Ex. 4 are :—

- (a) Whether the services of the three workmen Shri Banudas C. Naik, Fondu Jipra Gowde and D. S. Hegde have been wrongfully terminated by M/s. Smt. Geetabala Manohar Naik Parulekar and that the said management has contravened the provisions of Sec. 25F of the Industrial Disputes Act?
- (2) Whether the said three persons are not the workmen within the meaning of the Industrial Disputes Act?
- (3) Whether the present reference made by the Central Govt is bad in law?
- (4) Whether the Tribunal has jurisdiction to adjudicate the present reference?
- (5) Whether the said three persons are entitled to reinstatement in service of the said management?

- (6) To what other relief, if any, they are entitled?
- (7) What Award?

5. My findings on the said Issues are :—

- (1) Yes.
- (2) Are workmen.
- (3) No.
- (4) Yes.
- (5) Yes.
- (6) As per Award below.
- (7) As per below.

REASONS

6. The above said workmen filed their respective affidavits in support of their case, and they were cross-examined on behalf of the employer. No oral evidence was led on behalf of the employer. According to the employer, the above said three persons were casual workers working casually, and that they were not in continuous service of the management. However, the employer did not lead any oral or documentary evidence in that respect. They should have produced the necessary wage register to show that the three workmen were not paid the wages of the continuous period. However, the employer did not produce any such documentary evidence before this Tribunal, nor did they lead any oral evidence in that respect. Therefore, bare contentions of the employer in their W. S. cannot be accepted.

7. The workman Shri Banudas Naik (W.W.1) in substance stated in his affidavit thus :—

He was a permanent worker, and not a casual worker of M/s. Manohar Hiru Naik Parulekar. He had to maintain the records of all trucks at the weigh bridge. He was in continuous service of the employer as a Weigh Bridge Supervisor from 1-6-1981.

8. The other workman Shri Hegde, (W.W.2) in substance stated in his affidavit thus :—

He worked with the Mine owner M/s. Manohar Hiru Parulekar as a weigh bridge clerk from the year 1977, and that he was in continuous service of the management for 8 years and 6 months till the date of the termination of his service.

9. The last workman Shri Fondu Gowde (W.W.3) in substance stated in his affidavit thus :—

He was employed as a watchman for the employer in 1975, and since then he was in continuous service of the company, M/s. Manohar Hiru Naik Parulekar. He used to work for 365 days in a year. He was in continuous service of the employer from 1975 till the date of the termination of his service.

10. All the above said three workmen admitted in their cross examination that they have no documents to show that they were appointed by any appointment letter by the employer, or to show that they were in continuous service of the employer. However, as noted above, as the employer did not lead any oral or documentary evidence to show that the said three workmen were working only casually and were not in the permanent service of the employer, I see no reason to disbelieve any of the statement, made by the three workmen on oath in their respective affidavits. Ex. 20 is the Dispensary Workman's Family card issued by the M/s. Geetabala Parulekar, who is in the mine owner. This was issued in favour of the workman Shri Gowde of the period of June 1985 to March 1986. Thus, this card indicates that the said workman was in the regular service of the employer, and was not working as a casual worker. Ex. 21 is a monthly pay sheet for the month August 1985. The names of all the said three workmen are appearing therein. It is seen from this pay sheet that the said workmen were paid the wages for having worked for the whole of August 1985, and as such it cannot be said that they were casually working with the employer.

11. I therefore, find that said three employees were in continuous service of the employer and were not employed on casual basis only, and that they are the workmen of the employer as contemplated under section 2(S) of the Industrial Disputes Act.

12. As per section 2 (S) of the Industrial Disputes Act, the workman means, "Any person employed in any industry to do any manual, unskilled or skilled or clerical work for hire or reward whether the terms of employment be express or implied."

13. The nature of the work done by each of the said three workmen as stated by them in their respective affidavits falls within the definition of section 2 (S) of the Industrial Disputes Act. As such the three workmen in question are the workmen under section 2 (S) of the said Act.

Issue No. 2 is therefore found accordingly.

Issue No. 1.

14. As the said three workmen were in continuous service for more than one year, the employer should have given them one month's notice, or one month's wages in lieu of notice, and the necessary retrenchment compensation as per section 25F of the Industrial Disputes Act. However, in the present case, admittedly no such notice or one month's wages or the retrenchment compensation has been paid by the employer to the workmen as contemplated under section 25F of Industrial Disputes Act, before the termination of their services. Therefore, the termination of the said three workmen, is invalid and illegal.

Issue No. 1 is therefore found in the affirmative.

Issue No. 3.

15. It can be seen from the written statement (Ex. 3) that Shrimati Geetabala M. B. Parulekar is the employer of the said three workmen.

16. According to the employer, the present reference made to this court is bad-in-law. However, it can be seen from the order of reference that an industrial dispute existed between the employer in relation to the management of Shri Geetabala M. B. Parulekar, Goa and their workmen in respect of the matter specified in schedule, and hence the Central Government made the necessary reference under section 10(1)(d) of the Industrial Disputes Act to this Tribunal. As such the present reference made by Central Government can not be said to be bad-in-law.

Issue No. 3, is found in the negative.

Issue No. 5 & 6.

17. As the termination of the services of the said three workmen was illegal, they are entitled to reinstatement in service w.e.f. 28-3-1986, i.e. the date of the termination of their services, with full back wages and the continuity of services with the necessary consequential benefits of the service.

Issues No. 5 & 6 are therefore, found accordingly.

18. It was urged on behalf of the employer that an affidavit cannot be used as evidence in the case, as no examination-in-chief was recorded and that the affidavits filed in the present case are not properly verified, and as such they cannot be admitted as evidence in the present case. However, I find that affidavits of the said three workmen have been properly sworn before the Presiding Officer of this Tribunal, and that they are based on the personal knowledge of the workmen regarding the material facts. By the implied consent of both the parties, the affidavit of each of the workmen was read as the examination-in-chief, and at that time the union had no objection to the leading of the evidence by way of affidavits. In the examination-in-chief recorded of each of three said workmen, each of the workmen stated on oath that the particular affidavit filed by him before this Tribunal was bearing his signature, and its contents were true and correct. After that examination-in-chief was over, an opportunity was given to employer to cross-examine those witnesses as regards the matters stated in their affidavits, and accordingly they were cross-examined on behalf of the employer.

19. I, therefore, find that the evidence of all the said three workmen was properly recorded as per the law.

20. In the result, the following award is passed.

AWARD

The termination of services of Shri Banudas C. Naik, Fandu Jipra Gowde and D. S. Hedge by the management of M/s. Manohar Hiru Naik Parulekar by relieving/retraining the

said workmen vis-a-vis the provisions of the Industrial Disputes Act, 1947, is not valid, legal, just and proper.

The above said management is hereby directed to reinstate the said three workmen in service w.e.f. 28-3-1986 with continuity of service and pay them the necessary benefits of their services.

The parties to bear their own costs of their references.

23-7-1993.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 18 अगस्त, 1993

का. भा. 1875.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[सं. एल-32012/9/86-डी V (ए)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen, which was received by the Central Government on 12-8-1993

[No. L-32012/9/86-D.IV (A)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 56 of 1988

PARTIES :

Employer in relation to the management of Calcutta Port Trust

AND

Their Workmen.

PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. P. Roy, Deputy Labour Adviser and Industrial Relations Officer with Mr. G. Mukherjee, Personnel Officer.

On behalf of Workmen—Mr. S. Das, Secretary of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

The question "Whether the action of the management of Calcutta Port Trust, in terminating the services of Shri Shyam Chandra Mazumdar, Bhandary, P.V. 'Sagar' under Director, Marine Department, Calcutta Port Trust w.e.f. 30-1-1986 is justified ? If not, to what relief is the workman concerned entitled ?" was referred for adjudication by this Tribunal, by the Government Order of Reference No. L-32012/9/86-D.IV (A) dated May 12, 1987, made under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act).

2. After usual notices, the parties to the proceedings completed their pleadings and also tendered their respective evidence, to the effect as indicated hereafter.

3. The case of the employee concerned viz. Shri Shyam Chandra Mazumdar (hereinafter referred to as the said employee), was represented by National Union of Waterfront Workmen (U), (hereinafter referred to as the said Union), which, by the Written Statement filed on January 22, 1987, indicated the facts relating to the espousal and making of the Reference, after the failure of the conciliation and said that the said employee was appointed on board P.V. Sagar on July 7, 1983, against the vacancy of a Bhandari, which vacancy according to them, became a permanent one from November 22, 1983, because of the promotion of the permanent incumbent, to the post of Lascar. It has been stated that the said employee was not only allowed to work in such post, but he was given three Annual Grade Increments, on due completion of continuous services. It has been pointed out that he received such increments in the manner as indicated below :

- (i) 1st Increment on July 7, 1984.
- (ii) 2nd Increment on July 7, 1985.
- (iii) 3rd Increment on July 7, 1986.

It has been alleged that thereafter, the Harbour Master (River), who is the Sectional Head, acting on behalf of the Calcutta Port Trust (hereinafter referred to as the said Trust), terminated the services of the said employee, by stating as under :

"As per instruction from the administration your services are dispensed with immediate effect as the conciliation proceedings held by the Assistant Labour Commissioner (Central), Calcutta, has ended in failure".

4. It has been indicated that from the communication of the said Trust, it will appear that the post held by the said employee was under the zone of consideration for Scheduled Caste Reservation quota and the Rule in respect of Reservation for Scheduled Caste and Scheduled Tribe candidates in service (hereinafter referred to as the said Rules), did not permit him to continue to work in his post and such statement of the said Trust, as made in the conciliation, was far from being true. It has been stated that the said Trust had introduced "100 point" roster of "Recruitment Register" (hereinafter referred to as the said Register) in 1974 and according to the said Union, the exact position in the said Register from January 1971 to January 1986, in the category of Bhandari, was as under :

- 1st permanent vacancy occurred on 01-12-1971
- 2nd permanent vacancy occurred on 05-02-1972
- 3rd permanent vacancy occurred on 16-10-1975
- 4th permanent vacancy occurred on 14-05-1977
- 5th permanent vacancy occurred on 15-09-1977
- 6th permanent vacancy occurred on 22-09-1980
- 7th permanent vacancy occurred on 01-09-1983
- 8th permanent vacancy occurred on 22-11-1983
- 9th permanent vacancy occurred on 01-08-1984
- 10th permanent vacancy occurred on 25-01-1986

and according to them, the 1st, 6th and 10th vacancies according to that Register, were reserved for Scheduled Caste and the 4th vacancy was for Scheduled Tribe candidates. They have said that such vacancies were filled up by the candidates belonging to such classes as indicated below :

- | | |
|--------------------------------------|-----------|
| 1st vacancy Sri Sk. Waris | (General) |
| 2nd vacancy Sri Sk. Basiruddin | (General) |
| 3rd vacancy Sri Sunil Ch. Mazumdar | (S/C) |
| 4th vacancy Sri Sambhupath Das | (General) |
| 5th vacancy Sri Channa Ch. Lodh | (General) |
| 6th vacancy Sri Mahendra Sardar | (S/T) |
| 7th vacancy Sri Sunil Ch. Seal | (General) |
| 8th vacancy Sri Shyam Ch. Mazumdar | (General) |
| 9th vacancy Sri Debabrata Dey Sarkar | (General) |
| 10th vacancy Sri Ganesh Ch. Nandi | (General) |

and according to them, the 8th vacancy was thus held by the said employee, which vacancy, according to the said Union, did not come within the zone of consideration for Scheduled Caste and Scheduled Tribe Reservation. The said Union has further stated that perhaps, the 6th vacancy of the Roster, was for Scheduled Caste candidate and was filled up by Scheduled Tribe candidate, to clear up the Scheduled Tribe backlog and according to them, so the 7th vacancy, should have been filled up by Scheduled Caste candidates to clear up their backlog. But the same was not done. It has also been alleged that to clear up Scheduled Caste backlog, the 10th vacancy, should have been filled up by Scheduled Caste candidate on January 25, 1986, but instead thereof, the services of the said employee was terminated, by the order as quoted earlier and such termination according to the said Union, was wrongful, arbitrary and bad. It was also claimed that the stand taken by the said Trust in the conciliation proceedings that the said employee could not be allowed to continue to work, as he was junior in the Departmental Ex-CPT List (hereinafter called Departmental List), was not true as such list was introduced, for the purposes of recruitment on March 9, 1984, while the said employee's continuity of service was from July 7, 1983 and that too, was also against a permanent vacancy from March 22, 1983 i.e. earlier than the introduction of the said Departmental List. It has further been indicated that prior to such introduction, vacancies used to be filled up by candidates from Sectional Ex-CPT List (hereinafter referred to as the said Sectional List), with due preference and as the said employee was the senior most hand in that list on his appointment as indicated, so, he could not have been by passed, more particularly when, it was not indicated anywhere or at any stage that persons employed against permanent vacancies from the said Sectional List, prior to the introduction of the said Departmental List, would be thrown out of employment. In view of the above, the termination of the said employee, on the plea as indicated, and the interference with his seniority position, was claimed to be void on any reason and bad.

5. The action as taken in the case, was also alleged to be violative of Section 25-F of the said Act. It has further been stated that although the services of the said employee were virtually threatened to be terminated on January 30, 1986, he was, in fact terminated, on and from August 4, 1986. The said Union has agreed that after his termination as above, the said employee filed a Writ Proceedings, on August 12, 1986, which was disposed of on January 6, 1987, with observations to agitate the case through appropriate forum and this Tribunal, according to them, is that forum. On claiming such termination to be illegal, invalid and improper, the said Union has prayed that the said Trust be directed to continue the said employee in the post of Bhandari on board P.V. Sagar, for the period from July 7, 1983 to August 4, 1986, on joining the said vessel and to pass such ancillary or incidental order or orders, to which, he will be entitled.

6. The said Trust, by their Written Statement filed on May 5, 1986, has stated amongst others that in the sections under their Marine Department, sometimes it becomes necessary to engage persons against leave vacancies and absence, at a very short notice. Earlier, those persons were engaged from outside and generally through Employment Exchange, but such practice, having been objected to by the different Unions, the appointment on short-time notice employees became difficult and ultimately, the Unions claimed that men, who had worked in the post, should be preferred in the matter of such shorttime employment and accordingly, a list of employees was drawn up, with persons, who had been sponsored in the Marine Department and who were also sponsored by the Employment Exchange. It has been stated that in 1972, the said Departmental and Sectional Lists were prepared with persons, who were engaged against casual vacancies from time to time upto September 30, 1972, being duly sponsored by the Employment Exchange. It has been stated that the name of the said employee was included in the said Sectional List, on the basis of his period of engagement and the relevant lists were prepared categorywise viz. Lascares, Bhandaries and further: the said Departmental List was also prepared categorywise, but the incumbents were placed in the list, on the basis of total period of engagement in different sections of the Marine Department and such list as mentioned, related to possible engagements in different sections of the Marine Department and the said List as main-

tained, related to possible engagement of persons against casual vacancies and so also, for recruitment against regular vacancies.

7. The said Trust has stated that most of the listed Ex-employee of 1972 list, having been observed, such list was drawn up again and for the second time in 1981, for filling up both casual and regular vacancies and persons engaged against such vacancies around 1976, were thus enlisted and this time also, separate Sectional List, so also Departmental List of ex-employees were drawn up, with the stipulation that on engagement of any such person against the vacancies, irrespective of duration, on resumption of the regular incumbent, the employees so appointed, will have to wait in the list, till another vacancy is available to him, apart from the fact that a senior person, who has been working on being so engaged against the said vacancy, on his disengagement, be immediately engaged in a vacancy, to which a person junior in the list was working. It has been stated that such process would be repeated in the light of the ex-employees, till his chance of adjustment in regular unencumbered vacancy is available and any omission or mistake in the matter of engagement or adjustments, when brought to the notice, should immediately be rectified, to honour the just claim of right persons. Furthermore, no recruitment outside the ex-employees list, will be made a Marine Department, save for offering some employment to the relations to died-in-harness candidates, against the vacancies reserved for Scheduled Caste and Scheduled Tribe and in case, candidates of such communities are not available in the list, it has been indicated, recruitment for the posts of Lascar will however be governed by the Award in Reference No. 1 of 1956 and to the effect that 25 percent of vacancies in such post, are to be filled up by Bhandaries and 75 percent, by direct recruitment and such Award was agreed and accepted by all the Labour Unions and so also the arrangements as indicated.

8. The said Trust has said, in or about 1981, the Labour Unions demanded that since the listed ex-employees had the experience of working in different sections of the Marine Department, only the Departmental list of such employees, should be followed, for the purpose of filling up casual and regular vacancies, after doing away with the Sectional list and on discussions with the Labour Unions and on March 9, 1984, the Chairman ordered that "from now on, only the Departmental list of Ex-employees will be used for offering employment, according to the order of the serial of candidates irrespective of section, in which the vacancies occurred". Accordingly, it has been stated that the said Sectional list of ex-employees were done away with the following that, some of the listed ex-employees moved the Writ Jurisdiction of the Calcutta High Court, challenging the said order dated March 9, 1984 and initially, an ad-interim order of Injunction was issued on May 10, 1984, restraining the said Trust from giving effect to that impugned order and on Appeal, on June 19, 1984, the following order was made :

"The Port Commissioners should prepare a list of casual employees according to their categorywise seniority, namely, on the basis of the seniority of employees concerned in the categories of Lascar, Masalchi, Bhandari, Topaz, etc. If any vacancy in any of these categories occurs in any section of the Marine Department, the seniormost person in the category of the list will be given appointment in that category. It is stated by Mr. Dutta, Learned Advocates appearing on behalf of the Port Commissioners that such a list has already been prepared. If, however, no such list has been prepared, they shall, as directed prepared the list. The respondents will be at liberty to inspect such list. Such inspection shall be given upon notice to the appropriate authorities. This order is subject to the reservation for the posts for Scheduled Caste and Scheduled Tribe candidates in accordance with law."

and thus, it has been stated that as a result thereof, recruitment of ex-employees in the Marine Department, with effect from June 19, 1984, could only be made from the said Departmental list of ex-employees, according to their order of serials, on the basis of total period of engagement of such employees in different sections under that department or in other words, employments to be offered to the listed employees, according to the seniority position in the Departmental list, subject to reservation of vacancies for Scheduled Caste and Scheduled Tribe candidates.

9. It was the case of the said Trust that the said employee was one of the listed employees and his name appeared in the list of Bhandaries at Serial No. 2 in the said Sectional list of 1981, in Harbour Master River's list and his name also appeared in the said Departmental list of Bhandaries, in Serial No. 38. It has also been stated that like other listed employees, the said employee, was engaged from time to time, to fill up casual and unforseen vacancies of Bhandari in the Pilot Vessel in the Harbour Master's list and in that process, with effect from July 9, 1983, he was engaged on P. V. Sagar, as a Bhandari against the vacancy, which arose in the chain of vacancy caused by the medical leave taken by the Seacunny, Sri Rouson Ali, but he was, however, put off duty on October 1, 1983 and was reappointed on the next day. It has further been stated by the said Trust that while on leave, the said Sri Ali applied for voluntary retirement, which was granted and for that, the post of Seacunny fell vacant and so also a post of Lascar, which is next to the Seacunny. It has been stated that this time, as per ratio indicated in the Award in Reference No. 1 of 1956, the post of Lascar was to be filled up by direct recruitment and the Bhandari, who was officiating in the post of Lascar had to step down and the said employee was put off duty, with effect from January 6, 1984. It has also been stated that since, however, direct recruitment to the post of Lascar, would take some time and the Bhandari of that vessel was allowed to officiate as Lascar on June 30, 1984 and the said employee, being the seniormost in the said Sectional list was continued to be engaged as Bhandari in that vessel upto June 30, 1984 and ultimately, the post of Lascar of the vessel was done by direct recruitment from the Lascar from the said Departmental List of ex-employees with effect from July 1, 1984 and consequent thereto, the officiating Lascar had to step down to the post of Bhandari from the same date, the said employee's engagement against the vacancy also ended with effect from July 1, 1984 and from that date and however, another vacancy of Bhandari was available on P.V. Sagar and that vacancy was reserved for the Scheduled Caste candidate. It has been pointed out that as there was no Scheduled Caste employee available in the said Departmental list of Ex-employee, the said employee was engaged against the vacancy, on condition that his employment would be terminated on availability of Scheduled Caste candidate. It has also been stated that even the adhoc employment of the said employee, with effect from July 1, 1984 was irregular, as persons senior to him in the said Departmental list were available and as per Agreement, as indicated above, he could not be engaged, even on adhoc basis, to the detriment of the interest of an ex-employee, in the list, who were seniors to him. It has also been stated that as the time was for change-over from the said Sectional list to the said Departmental list, by some mistake, the said employee was engaged in the newly formed vacancy of Bhandari of P.V. Sagar with effect from July 1, 1984 and such defect on being pointed out, under threat of Contempt of Court, in or about January 1986, the said Trust passed the order dated January 24, 1984, directing to put off the said employee with immediate effect. The order, has been stated to have been communicated to the Officer Commanding of P.V. Sagar on January 29, 1986 and by the same, the said employee was to be put off duty, with effect from January 30, 1986 and on learning this, the said employee reported sick from January 30, 1986 to February 3, 1986 and as a result thereof, the order could not be communicated to him during that period.

10. After narrating the circumstances, in which the present Reference was made, the said Trust has said that continuance of the said employee against the vacancy of Bhandari as occurred from July 1, 1984, would have amounted to violation of the Appeal Court's order as indicated above, as also the directions of the Government of India, for reservation for Scheduled Caste and Scheduled Tribe candidates. It has also been stated that the name of the said employee, as per usual practice, was borne in the said Departmental list of ex-employees, for filling up of casual, as well as regular vacancies and on his disengagement with effect from August 4, 1986, he was awarded chance for further engagement along with other Bhandaries borne in the said Departmental list, without disturbing his seniority position in that case. The said Trust has further stated that as per practice, all short-term and long-term vacancies are notified by different sections under Marine Department and the persons borne on ex-employee's list, offer themselves to be intending for engagements for the vacant positions and although, from

August 5, 1986, there were several notifications, calling for Bhandaries in different sections under the Marine Department the said employee did not answer to any such call, and in fact, since the date, i.e. by his own action kept himself idle upto June 1987. It has been pointed out that the said employee has however accepted engagement from July 2, 1987 to July 8, 1987 and from July 10, 1987 to July 13, 1987 on D. V. Seva.

11. The said Trust has indicated that the persons from the list of ex-employees are engaged in long and short term vacancies and after their term is over, they are to wait till vacancies are available and until a person is appointed against an unencumbered regular vacancy, his employment cannot be termed as "service" and as such also, reading the terms of the Reference, the same should be deemed to be incompetent. It has further been stated that the said employee was disengaged with effect from August 4, 1986 and not January 30, 1986, as alleged in the Reference. It has been stated that he was engaged afresh on Board P. V. Sagar on ad-hoc basis and that too, in a new vacancy, but such appointment even, was made through mistake from the said sectional list, for Bhandaries. It has been indicated further that at the material time, the said Trust was bound to follow the decision of the High Court as mentioned earlier, in the matter of engagement of persons from ex-employee's list, as per their position in the said Departmental list and as the said employee was far below in that list for Bhandaries, he could not be appointed in the vacancy caused on July 1, 1984, even on ad-hoc basis. The said Trust has stated that since the said employee was not a Scheduled Caste candidate, he could not also claim engagement for the concerned vacancy and for that reason, he was put off. Thus, it has been claimed that the said Trust has not done any wrong and they, in the circumstances, had no other alternative, but to take the steps, as impugned. It was also the case of the said Trust that there are number of ex-employees in the said Departmental list, who are seniors to the said employee and are still being engaged against casual vacancies and also being put off from time to time and the said employee cannot claim a better and higher right than them. The case of the said Trust was that they had acted bonafide in the matter and have not committed any unfair labour practice or have done any injustice to the said employee. The inaction of the said employee, in not responding to the calls given to him, has been put forward as a defence against justification of the action as taken. It has further been indicated that save for near relations of died in-harress candidates, all regular appointments are made on sponsoring the names by Employment Exchange or by Advertisement. Further, all opportunities for employment is still open to the said employee, even though, he was put off on the date as indicated. The said Trust has indicated that the two persons, who are above the said employee, will have preference in the matter of engagement, over him.

12. Against the Written Statement of the said Union, the said Trust has repeated the statements as recorded hereinbefore, apart from recording that the Memo dated August 4, 1986, was duly issued. It has also been stated that the vacancy of Bhandari in serial No. 6 of the common Roster, was reserved for Scheduled Caste candidates and the same was filled up by such candidate, to clear up the backlog and consequently, the reservation for the Scheduled Caste was carried forward. In respect of vacancy in Serial No. 7 of the said Roster, it has been stated that the same was also reserved for Scheduled Caste candidates, in view of the carrying forward of the reservation, but such vacancy was filled up by general candidate subject to the reservation carried forward. The said Trust has stated that there were 2 vacancies of Bhandaries in 1984, of which, one was filled up by Scheduled Caste candidate and the other, by general candidate as 50 per cent reservation in a year, was permissible. It was also the case of the said Trust that the other vacancy, which was unserved, was however, filled up by available senior most Bhandari of the said Departmental list. It has also been reiterated that the said employee was re-engaged in a new vacancy with effect from July 1, 1984 on P. V. Sagar, as vacancy in such post, was available in the lowest chain, consequent to retirement of one Kassem Ali. Sarang, who retired with effect from July 1, 1984 and on that material date, the said list had to be followed, as per directions of the High Court as mentioned earlier. It has been contended that the case here, is not one of retrenchment and as such, Section 25-F of the said Act, as claimed, would not be available.

It has further been alleged that the services of the said employee were not terminated, but the same was dispensed with.

13. There was a rejoinder filed by the said Union on August 7, 1988, wherein, apart from repeating and reiterating the statements in the original written statement, they have stated that the Administrative order, for allowing employment from the said Departmental list came into effect on and from July 19, 1984 i.e. much later than the appointment of the said employee on July 7, 1983. It has been stated that the said employee was put off from duty on and from August 4, 1986 and not from January 30, 1986 as claimed. It was also pleaded by the said Union that a substitution was engaged against leave vacancy, with a clear stipulation that he, on such engagement, will be automatically put off duty, on return of the permanent incumbent from leave. But, in this case, no such stipulation was made and the period of engagement in the concerned vacancy was also undefined. It has thus been claimed that the said employee was appointed against undefined vacancy of a Bhandari on and from July 2, 1983 and continued to work as such, till August 4, 1986 and in fact and in effect, he continued to work in the post, for the period from July, 1983 to August 4, 1986 and had enjoyed 3 annual grade increments in the scale of Bhandari and his services were abruptly terminated by the said Trust. It has also been alleged that the said Trust has not succeeded in justifying its action, in terminating the services of the said employee, who had more than 3 years of continuous services for the periods mentioned earlier and the defence as taken by the said Trust, was not convincing and such defence, was unbelievable.

14. The said employee, who has deposed as WW-1, has stated that the said Moniruddin was the permanent Bhandari and on whose promotion, he was appointed in the post and continuously worked in the said post for the periods as indicated earlier. He has further stated that no compensation has been paid to him or any notice of termination was given by the said Trust, in terminating his services. He has also said to have received the Annual increments and according to him, as such, he became permanent employee of the said Trust from November 22, 1983 and he received all benefits as permanent employee under them. It was his case that he was not informed at any point of time that his appointment was in any leave vacancy or for any particular period or against the reserved post for Scheduled Caste or Scheduled Tribe. He has further deposed that his name was in the said Sectional list, at the time of his appointment in 1983. It was his further evidence that he was appointed by the said Trust on January 6, 1979, against leave vacancy as Bhandari, for a limited period of 33 days and at that time, he was neither given any appointment letter nor was told about such period of appointment. It was his case that his name was sponsored to the said Trust by the Employment Exchange and after termination on January 25, 1979, as Bhandari. To establish this, he relied upon Ext. W-2 and Exts. W-2/1 and W-2/2. It was his case that prior to July 7, 1983, he was appointed 20 times and his services were terminated and on all those occasions, his name was sponsored by the Employment Exchange. But at that time, he was appointed by the said Trust, as his name was appearing in Serial No. 2 in the said Sectional list.

15. It was his case that Harbour Master (River), is to maintain one list of candidates viz. the said Sectional list, which was prepared with the names already sent by the Employment Exchange, to the Section, in consultation with such Exchange and for the purpose of giving employment to the candidates of the said Sectional list, no further sponsoring of the name by such Exchange was necessary. He has testified that the said Departmental list is to be maintained, covering the Sectional list and appointment letters were issued by the said Trust, by appointing permanent employee, but he was not given any such appointment letter. He has further stated that after termination of his services, on August 4, 1986, he was appointed 12 times by the said Trust as Bhandari and his last appointment as such, was at Dredger "Churni", where he had worked at least for a month. He has also stated that altogether, he has worked for about 430 days. On his services after termination on August 4, 1986, or he was appointed on the basis of the said Departmental list. His serial number in the said Departmental list was 3. He has further

stated that the candidates from such list, were appointed from May 9, 1984 and no candidate from the said Sectional list, was appointed and such appointments were given according to the seniority in the list. He has agreed that the names of the candidates were struck off from the list, when he got an appointment in the permanent vacancy. He has further stated that after his promotion to the post of Lascar, Basiruddin was never reverted from the post of Bhandari and it is not a fact that his services were terminated on October 1, 1983 and he has said, to have received wages for that period. The xerox copy of the Wage slip was marked 'X' for identification only and not duly proved, thereafter. It was his further case that he worked continuously for 3 years 1 month for the vacancy caused, on promotion of Basiruddin to the post of Lascar and he did not receive any letter in July 1984, from the Commander of P. V. Sagar. He has further stated to have been hospitalised in the Hospital of the said Trust for 4 or 5 days from January 30, 1986, as he was ill. He has stated that persons, from the list of ex-employees were appointed on leave vacancy and on return of such employees, the appointee against the vacancy, was released. He has also stated that the seniormost persons was to be appointed against leave vacancy. It was his evidence that at the time of his appointment as Bhandari on the date as mentioned, Basiruddin was working as Lascar, against the vacancy of Profullya Debnath. It was his evidence that the post of Lascar is to be filled up by the person from the list of ex-employees, empanelled as a Lascar and every 4th vacancy to that post, was to be filled up by promotion from Bhandari. He has also agreed to have filed a Writ Petition, which was rejected and he has said that his name was sponsored by the Employment Exchange, after the preparation of the list of ex-employees of the said Trust.

16. WW-2, Sk. Basiruddin also deposed in support of the case of the said employee. He has said that permanent vacancy being created, the said employee and one Sunil Seal was appointed and the first vacancy was filled up by the said Sri Seal. According to him, selection was made on the basis of seniority. He has deposed that when and if an employee goes on leave, temporary employee is taken on the vessel. He was appointed on the basis of the said Sectional list, and his name was also there in that list. He has also stated to have worked on leave vacancy for many days and since he was working in the leave vacancy, he never approached the Management to employ him permanently, as it was known to him that he would be employed in permanent vacancy, when the same will be available. It was his evidence that in every 4th vacancy, Bhandari is promoted to the post of Lascar and on his promotion to the said post of Lascar, the said employee got the post of Bhandari and initially, such posting was temporary. He was not aware, if the engagement of the said employee was on the basis of his work on leave vacancy. He has stated that new Sectional list was abolished in 1984 and the Central List was prepared.

17. The case of the said Union was sought to be repelled and rebutted through the evidence of MW-1, Captain K. K. Khanna, who at the time of deposition, was working as Commander, under the Harbour Master (River) and was posted at Pilot Vessel section. It was his evidence that employments in casual vacancies are given to persons, from the list prepared for the purpose, which list according to him, was prepared after discussions and from the sponsored candidates of Employment Exchange. He has said, the said Departmental list was drawn up from 1984 and prior thereto i.e. when the present dispute was espoused, every department was to prepare a list for appointment to the post of Lascar and Bhandari, but such list was not Departmental, but a Sectional one only. It was his evidence that the first list of ex-employees, was prepared in 1972 and the same was exhausted some time in 1976 and after that, the said Departmental list was prepared in 1983, which was given effect to from 1984. He has sought to establish the above statements from Ext. M-1, which according to him, was prepared for the purpose of employing personnel, at the time of sailing of a Pilot vessel and if there was derth of employees. It was also his evidence that employees so engaged, were on casual basis.

18. He has said, in case of any need of a regular employee preference is given to such employment, from the list according to the seniority position and when a person is permanently absorbed, his name is taken out from the list of ex-employees. He has further said that when permanent

vacancy arose in P. V. Sagar, the said employee was appointed as Bhandari on casual basis and such casual employment had to be made, as the person in whose post he was employed, was sick. From Exhibit M-2, it appeared that the said employee was employed in place of one Ganesh Chandra Nundy, who was working in place of Roushan Ali, a Seacunny in the concerned vessel and wanted to go on voluntary retirement, on health grounds. Such statement was sought to be established, on a reference to Ext. M-4. It was his evidence that the said employee was put off duty from October 1, 1983 and such evidence, was sought to be established by Ex. M-5, where the name of the said employee was shown in serial No. 39 and which list was maintained by the Chief Officer of the Pilot vessel. To establish that the said employee was put off on October 1, 1983, the witness produced Ext. M-6 and he has stated that on the next day, he was re-employed. It was his further evidence that the Chairman of the said Trust directed that in the matter of giving casual employment, only the said Departmental list should be followed and such statement was made on the basis of Ext. M-7. He has stated that after Ext. M-7, an Injunction was obtained in a Writ Proceeding, but on Appeal, such injunction was vacated. Those statements were made on the basis of Ext. M-8. The witness has further said, in July 1984, he took voluntary retirement from the post of Seacunny and consequent thereto, there was a chain of vacancy in the post of Lascar, which post again, was required to be filled up from the said Departmental list and according to him, there was separate Departmental list, for each category of employees and appointment to such post of Lascar, was to be made from Lascar and not from Bhandaries, which was lower in rank than Lascar. He has further stated that according to a Tribunal Award, every 4th vacancy of Lascar, goes to Bhandari.

19. The witness has said that on July 1, 1984, there was another vacancy caused, when Sarang Kassar Ali retired and such post was filled up by promoting a Bhandari, who was working and while filling up such vacancy, reservation for Scheduled Tribe and Scheduled Caste candidates were maintained. It was his evidence that the vacancy to the post of Bhandari as occurred, were reserved for the Scheduled Caste candidates and the said employee was neither a Scheduled Caste nor a Scheduled Tribe candidate and he was given, such casual employment, till such time, a Scheduled Caste or Scheduled Tribe candidate was available. The ad-hoc arrangement as indicated, was sought to be established through Ext. M-9 and from Ext. M-10 which was communicated to the Officer-in-Charge of the concerned vessel, by Ext. M-11. It would appear that there was an order to the effect as indicated and on communication of Ext. M-10, an Industrial Dispute was raised, which was conciliated upon and there was a failure report in 1986 and till such report, the said employee was not put off duty, for maintaining status quo and in fact, he was put off duty on August 4, 1986. These statements were sought to be proved from Ext. M-15. It has further been stated that after such putting off duty of the said employee, no vacancy ever occurred and notice was issued to him, so that, if so wanted, he could approach the Department. It has also been stated that the name of the said employee will not appear in the ex-employees list as he has been absorbed in other section. It was his evidence also that recruitments for C.P.T. Vessels are made by C.P.T. Office. It was also his evidence that the 1976 list, was prepared after exhausting 1972 list and in consultation with the Unions and the basis for such preparation of the list was, services rendered by the employees. He has further stated that thereafter, in 1982, another Departmental list was prepared. He has also indicated that from Ext. M-5, it would appear that the said employee was re-employed and the said Exhibit was maintained by the Chief Officer. He has further stated that when on July 2, 1984, the said employee was given appointment, no appointment letter was given to him. In fact, he has claimed that the said employee's employment was not an appointment, but the same was a case of 'engagement' and as such, he disagreed with the suggestion that the Chairman's order was not applicable in this case. He has further stated that by engagement, no final decision is taken, but by appointment, there is some finality.

20. Mr. Roy arguing the case of the said Trust, apart from claiming the Reference to be not maintainable and incompetent on the grounds as stated hereinafter, pointed out that there was no dispute regarding the procedure of employment to such cost, which the said employee occupied or while he was engaged. Those submissions were sought to be established by him, on a reference to the Written Statements and the evidence as tendered, the particulars, whereof have been indicated. He also submitted that it was an admitted fact that the said employee was engaged against casual vacancy and on July 7, 1983. He also indicated that after such engagement, the said employee was disengaged on October 1, 1983 and thereafter, he was engaged on October 2, 1983. He also pointed out there was no dispute regarding the extension of the said Departmental list and posts of Lascars are superior to that of Bhandaries. He again pointed out that the said employee was disengaged first on July 30, 1984 and thereafter, engaged on July 1, 1984 and with effect from January 24, 1986, he was put off, from duty, by an order of the Harbour Master dated January 29, 1986. Mr. Roy also and further pointed out that the said employee was admittedly offered further opportunities of employment, but he, of his own, did not respond to such call. It was the submission of Mr. Roy that the case under consideration, was not one of retrenchment and so there was no violation of Section 25F of the said Act.

21. To establish that the case under consideration, was not one of retrenchment, Mr. Roy first referred to the case of Rathinawami Nadar (E.C.P.)—Vs.—Labour Court Madurai & Anr., 1964 (1) LLJ 86, which has indicated that for claiming retrenchment compensation, the onus to prove, requires that the employee was retrenched and such onus is on the employee concerned and not on the employer. Mr. Roy submitted that on the basis of evidence as available, no such proof has been put forward or the case of retrenchment has been established here. Thereafter, he referred to the case of Hazi Ismail Said & Sons (Private) Ltd.—Vs.—Fourth Industrial Tribunal and Ors., 1964 (2) LLJ 69 and then, to the case of Punjab Land Development and Reclamation Corporation Ltd., Chandigarh etc. & Ors.—Vs.—Presiding Officer, Labour Court, Chandigarh & Ors., which was a case on section 2(oo) of the said Act and has indicated the scope and connotation of the expression “retrenchment” and has indicated that such expression means termination of the services of the workmen for any reason whatsoever, other than those expressly excluded by the definition in that section and such expression, does not mean, only termination by the employer of the services of surplus labour for any reason whatsoever. It has also been indicated that the said expression is not to be understood in its wide and literal meaning, to mean termination of services of workmen, for any reason whatsoever. Thereafter, reference was made by him to the case of Dilip Hunumantrao Shirke & Ors. Vs Zilla Parishad, Yavatmal & Ors., 1990 (1) LLJ 445, which has indicated that sub clause (bb) of section 2(oo) has to be strictly construed and the letter of appointment, providing fixed tenurs, cannot be the sole basis to determine, whether such sub-clause is attracted. It has also been indicated that nature of employment, nature of duty and type of job, should be considered and the Labour Court has jurisdiction to examine each and every case, to protect the workman, against exploiting employers. On this point, the last case, which Mr. Roy relied, was that of J. B. Srimali—Vs.—District Development Officer, Zilla Panchayat and Ors. (1989) Lab. I. C. 689, which has indicated that termination of services on termination of contract of employment, in terms of stipulation in the contract, is not a case of retrenchment. On facts, Mr. Roy claimed that this case will come under sub-section (bb) of Section 2(oo) of the said Act and not a case of either termination or removal and if at all, the case is one of termination of services on the basis of admitted contract.

22. Mr. Roy claimed and contended that in view of his manner of engagement or character thereof, the said employee was not entitled to any relief whatsoever, in this proceedings. To establish that, he firstly, referred to the case of Bhagwat Saran Srivastav—Vs.—Collector and District Magistrate Jaunpur and Ors. 1961 (2) F.L.R. 558, which is a case under Article 311 of the Constitution of India and has held amongst others that removal of a temporary ser-

vant, when, not by way of punishment, will not come within the perview of Writ Jurisdiction, since such order is neither judicial nor quasi judicial. Secondly, reference was made to the case of State of U.P. and Anr.—Vs.—Kousal Kissan Sukla, 1981(1) F.L.R. 350, which amongst others, has indicated that a temporary employee has no right to hold a post and his services are liable to be terminated in accordance with the relevant Service Rules and terms of contract and order if passed, may not necessarily be punitive, if it was issued after the preliminary enquiry. While on the point, reference was made last, to the case of Bangalore University Non-Teaching Employees Association, Bangalore Vs.—Bangalore University and Ors., 1989(58) F.L.R. 173, a case again under the Constitution of India and while dealing with Section 5 of Karnataka University Act, 1976, it has been pointed out there that when an employee is appointed temporarily again and again, that would not confer any right to him, to sustain his claim and section 25-F of the said Act prescribes, only conditions precedent to be weighed for terminating the services and that section confers no right to permanent absorption. On the basis of the above, Mr. Roy submitted that since in this case, the putting off was not admittedly by way of punishment and the said employee was just put off, following the admitted procedure as indicated earlier, so, he cannot have any claim or to maintain the same. The fact, the case here is not one of punishment, cannot be denied. He also submitted that as the said employee was only put off, without any stigma or any punitive action, he cannot also be heard to say that he was put off as a punishment. He further submitted that eventhough, the said employee was appointed in the concerned vacancies or Bhandari, again and again that would not enure to his benefit.

23. As indicated earlier, Mr. Roy claimed the Reference to be incompetent and pointed out that the schedule of Reference gave the specific date as January 30, 1986, to be the date of termination of the services of the said employee which in fact was not and as such also, there was adject non application of mind, in making the Reference, more particularly when, the said Trust claimed that on the basis of the determinations in Pottery Mazdoor Panchayat—Vs.—Pottery Co. Ltd. Ors. 1979(2) Lab. I. C. 827, this Tribunal cannot go beyond the terms of the Reference and as such, no further determination can be made by this Tribunal, as admittedly, on the date as specified, the services of the said employee were not terminated.

24. Mr. Das, appearing for the said Union contended that there was no illegality or any irregularity in the matter of making the Reference and to establish such submissions, he made particular reference to paragraph 8 of the Written Statement, the particulars whereof, have been indicated earlier. But, he could not deny that the said employee was not continuously working in one post. He further submitted on the violation of Section 25-F of the said Act and contended that since this is a case of “Retrenchment” for any reason whatsoever and no notice or compensation was paid to the said employee, so, the entire action was bad and vitiated. He further pointed out that Ext. M-6, whereby the services of the said employee were dispensed with, was not a proper, valid and bonafide order and he could not ofcourse deny that no exceptions to that exhibit were duly taken by or on behalf of the said employee and he indicated that the said employee, was really put off from duty on and from August 4, 1986 and not from January 30, 1986 as claimed. He denied the submission of the said Trust that the case of the said employee was not of appointment, but was only of engagement, as claimed. He further indicated that since the documents were not either duly proved or communicated, therefore, the said employee had served continuously for 3 years in the concerned post and that fact, has not been duly taken into consideration by the said Trust. He further indicated that the said employee was not employed in a reserved vacancy, but was appointed as a matter of right, more particularly when, his name appeared against the 8th position in the vacancy list as indicated earlier, so, he is entitled to the post and not to have the services dispensed with or put off, in the manner as indicated, on the basis of interpretation of Section 13-A and 13-B of the Industrial Employment Standing Orders Act. Mr. Das claimed that the services of the said employee were not temporary. These submissions, in my view, have really no application and relevance in this case. He further indicated that the said employee served continuously and without any break and in

fact, he received Special Dearness Allowance and considered in such fact, this Tribunal cannot, but should hold that there was great injustice caused to the said employee. He also pointed out that termination or putting off of the said employee after 37 months of continuous service, was wrong and improper. Mr. Das further stated, the cases as cited on behalf of the said Trust, were not duly applicable in the facts and circumstances of this case and on facts, they are distinguishable. The fact that the said employee had a continuous run in his service, for about 37 months, cannot be doubted or disputed. In fact, there was no dispute against such continuous tenure, but specific reasons have been given for such continuous engagement.

25. On consideration of the submissions as indicated earlier, so also the determinations as cited at the Bar, I am of the view that the case was not one of "retrenchment", the more so when, the said employee has ultimately been absorbed, and as such, the submissions on section 25-F of the said Act or the satisfaction of the necessary limits thereunder, are of no consequence or avail of any substance. The said employee was perhaps, entitled to have necessary consideration for filling in the post, as his name appeared in Serial No. 8 of the concerned list as indicated in paragraph 4 above, but that could not be done, amongst others, because of the order of the High Court, as stated by the said Trust and for that, I feel, they cannot be blamed. It is also true and unfortunate too that after discharging duties for a continuous period of 37 months as Bhandari, more particularly when, there was no adverse report or remark against him, he had to suffer such indignation, which will certainly be against all norms to have the services of the employee discharged efficiently and effectively and that will certainly affect the efficiency of the services and by that, of the said Trust. Since Special Dearness Allowance is paid to all or whosoever is in the Role, so the claim and submissions made on that basis and as put forward by the said Union were not appropriately applicable in this case.

26. It may be right and as contended by the said Union that the 8th vacancy, in which serial, the said employee was, was not within the zone of consideration for Scheduled Caste or Scheduled Tribe candidate, as in view of the fact that the 6th vacancy were necessary, respectively, to be filled up by Scheduled Tribe and Scheduled Caste candidates, to clear up this backlog, but that was not done, while on the point, the conduct of the said employee should also be considered. Admittedly, he was given calls for appointment, following the procedure as indicated earlier, but he did not answer to them. By giving such calls, the authorities of the said Trust have duly performed their part and obligation and for that, they, I feel had acted bonafide. The defence of the said Trust, as the said employee could not be allowed to work, as, he was junior in the said Departmental list and as contended by the said Union, was correct, as such list was introduced for recruitment on March 9, 1984, whereas the continuity of the said employee in services were from July 7, 1983. I of course feel that the fact that the said employee was employed against permanent vacancy, was not perhaps correct. Being such a senior hand, the said employee was certainly entitled to due consideration of his case, if persons junior to him, excepting the reservations as indicated, were appointed or promoted. There is, in fact, no such evidence available in this case. I find that the said employee had to be put off duty for the reasons as indicated earlier.

27. The said Departmental list was prepared by persons who were engaged against casual vacancies from time to time upto September 30, 1972 or by those, whose cases were duly sponsored by the Employment Exchange. The said Departmental list, as it appears, was framed and recasted from time to time, in the manner and for the reasons as indicated in paragraphs 8, 10 and 11 above and such procedure and framing of the list, had really the consent of the Unions and in spite of opportunities afforded, the said employee did not avail of such opportunities. Thus, regarding the procedure as followed by the said Trust, neither the said Union nor the said employee can have any grievance. The said Trust has of course did not act rightly, in filling up the 7th vacancy by Scheduled Caste candidate, by a General candidate. It must also be noted that the services of the said employee were really temporary although he continued for

about 37 months. In fact, he was really employed against leave vacancies and such employment did not ripen into permanent engagement and he was engaged on casual vacancies. It cannot be doubted that S.T. and S.C. reservations will have to be honoured, if they are done in the usual way, but such reservations cannot be adhered to in the original way and manner and not in a case of the present nature.

28. I further find that there was really no basis of the submissions of Mr. Roy, against the maintainability of the order of Reference. But one thing is certain, to avoid further complications and to achieve discipline and efficiency of their services, the said Trust, as indicated in paragraph 25 above, should take appropriate and necessary steps in future to avoid further embarrassment, not only to them, but also to their employees.

29. For the reasons as above, I feel, the Reference cannot be answered in the affirmative and in favour of the said employee and as such, the same is rejected.

30. This is my Award.

MANASH NATH ROY, Presiding Officer

Dated, Calcutta,

The 6th July, 1993.

नई दिल्ली, 13 अगस्त, 1993

का. आ. 1876. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[संज-एल 32011/10/89-आई आर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1876.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen, which was received by the Central Government on 12th August, 1993.

[No. L-32011/10/89-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

AT CALCUTTA

Reference No. 7 of 1990

PART I'S:

Employers in relation to the Management of Calcutta Port Trust

AND

Their Workmen.

PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. P. Roy, Deputy Labour Adviser and Industrial Relations Officer with Mr. G. Mukherjee, Personnel Officer.

On behalf of Workmen—Mr. M. Saha, Vice-President of the Union.

STATE : West Bengal.

INDUSTRY : Port.

AWARD

The Calcutta Port Trust (hereinafter referred to as the said Trust), which is one of the Major Ports in India, has some classes of employees, the particulars whereof will appear hereinafter, who get allowance, known as Kachra allowance (hereinafter referred to as the said allowance) which is also a special allowance, for doing some hazardous jobs, as they get their cloths soaked and spoiled.

2. Earlier, a dispute was raised by the Chipping and Painting workers, to which, the workers concerned here, who are Boiler Makers and Boiler Cleaners (hereinafter referred to as the said Workmen), do not belong. The dispute so raised on behalf of those other class of employees as mentioned, was adjudicated and an Award, in their favour, was made by this Tribunal, in Reference No. 26 of 1975. The issue in that Reference was, whether the Chipping and Painting and Boiler cleaning workers, would be entitled to uniforms and whether, their demand for the said allowance and increase of gear allowance of Chipping and Painting and Boiler cleaning workers, was justified and if so, at what rate and from which date? On consideration of the hazards involved in these operations, which the said workmen have also claimed to be applicable here, the demand as raised, was found to be justified. In that case the said Tribunal, has also indicated that there was no evidence tendered by the said Trust, as to why, the said allowance should not be paid and on the basis of evidence as available and tendered on behalf of the workmen there, it was held that they will be entitled to the said allowance @ Re. 1 per head per day for the days they have worked or for the period they have worked, whichever is higher and such payments, be made with effect from the date, on which the said Award will be published under section 17 of the said Act.

3. The dispute over the payment of the said allowance to the said Workmen, it has been stated, was pending for a long time on the failure of departmental negotiations, such dispute was placed before the conciliation machinery and on failure of the same, the dispute viz. "Whether the demand of the Calcutta Port Shramik Janata Panchayat for grant of special allowance/kachra allowance in relation to the Boiler Makers employed in Ship Repair Complex of Calcutta Port Trust is justified? If so, to what relief are the workmen concerned entitled and at what rate and from what date? It was referred for adjudication to this Tribunal, under Section 10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act), by Order No. L-32011/10/89-IR (Misc.), dated March 29, 1990.

4. From the Written Statement filed on May 30, 1990, by Calcutta Port Shramik Janata Panchayat (hereinafter referred to as the said Union), representing the said Workmen, it will appear that there is an Engineering Department of the said Trust, where various categories of workers are employed. Directly under the Chief Engineer and such categories of employees are employed, in the Boiler Making Section, where also, various categories of employees, including Boiler workers and helpers, to which the said workmen belong, are employed, and according to the said Union, there are 50 Boiler Makers and about 13 unskilled workers, who help them. It was of course the case of the said Trust that there are 14 vessels with Boilers and 7 of them have one Boiler each and 6 have two Boilers each and one of the vessel, according to them, has 4 Boilers. It has also been indicated that Boiler makers are highly skilled hands and they are to obtain necessary trainings. According to the said Trust, there are 46 Boiler Makers, who attend the cases of necessary repair of Boilers and before such job is taken up by them, they are thoroughly cleaned to remove carbon, ashes and salts, by the Boiler cleaning workers and as such, there

could be no chance of the garments of the said workman soaked and spoiled with dust, carbon, oil and salt, while they function. It has been stated that the Boiler cleaning workers are paid the said allowance, @ Rs. 2.15 per day per head, on actual working hours. It has further been stated that there are 6 posts of Boiler cleaning Tindals and 35 Boiler cleaners.

5. It was also the case of the said Union that the said Trust has to repair about 35 ships having 2 or 3 Boilers in each ship, which are operated either by Oil or Coal and such repairing is perennial, indispensable and inseparable job and the employees, who are required to work continuously in the Port and the said workmen are also required to work in very hazardous and dangerous condition and sometimes, even with the risk of their lives and that also in a most unhealthy atmosphere. It has also been stated that while working as such, the said workmen completely get their garments soaked and spoiled by oil, dust, carbon and salt. It has further been indicated that the main functions of the said workmen, are to enter in the Boilers, against the risk of their lives and after entering, they are to open the furnace and in that process, they stuck to dirt, dust and ashes. They are further, required to open the chamber with smoke box and then to proceed inside corrugated furnace, having the size of 4 ft. X 10 ft. and virtually, they are required to work resting on their back, having their chest and bally groping, owing to lack of space. It was their case that in such furnace, fire is burnt constantly, whether by coal or oil and the said workmen are to enter the Boilers, when they remain extremely heated, for repairing the pipes or to re-set them, when defective. The said Union has also given the descriptions, how by the use of wooden planks, they are required to protect and save them from such heat. It has also been stated that the Chamber box, as situated within such furnace, is not wide enough than two feet, is also required to be repaired by them and that too, by operating in a very uncomfortable position and posture. The said workmen, have been stated to be entering the Boiler, containing amongst others, hot water and that too in a span of 18" to 24" and such entry for reasons as stated in the Written Statement, should be in a straight position and that too, even in spite of the risk of life by suffocation and further, they are to remove the tubes or perform duties of expanding etc., even with that peculiar position and posture.

6. It was the claim of the said Union that other workmen, who perform chipping and painting, do work in the same hazardous conditions like the said workmen and for that, they do get the said allowance and further, they are receiving the said allowance, in terms of the Award as indicated earlier and as such, the said workmen and each of them, should also get the said allowance @Rs. 5 per day and the helpers should get such allowance @Rs. 3 per day. It should be noted that apart from the pleadings and some bare statements of WW-2, as aforesaid, in respect of the rate of the said allowance, no cogent, definite and reliable evidence has been tendered either by the said Union or the said Trust.

7. By the Written Statement filed on June 18, 1991, the said Trust, apart from other defence, some particulars of which will be indicated hereafter, denied that the jobs of the said workmen are hazardous or they are required to perform such jobs, which require any hazard. It was the defence of the said Trust that the determination in respect of the said allowance, as made in Reference No. 26 of 1975, on the ground that class of workmen involved in that proceedings, were required to perform their jobs inside the Boilers and contact with carbon deposits and as such they are smeared with particles of carbon and are to inhale impure air within the Boilers, which is not or cannot be in the case of the said workmen, as they are required to work on Boilers, after they are cleaned by the other class of employees, as involved in the said Reference No. 26 of 1975. In short, it was the case of the said Trust that the job of the said workmen are not so or at all hazardous like the employees, concerned in that Reference.

8. It was the further case of the said Trust that salaries/wages and other terms of service and conditions of employment of their employees are evolved and formulated from time to time, by settlements arrived at the level of Government of India in the Ministry of Surface Transport and the

last settlement of wage revision and liberalisation of terms and conditions of their employees, was arrived at, between the Five Federations/Unions and the representatives of the Major Ports, on June 12, 1989. The settlement has been stated to be in operation for five years from January 1, 1988. It has further been indicated that the President of the said Union, Sri Noor Ahmed, being the Vice President of the Federation, signed the said settlement, clause 20 whereof, indicates that Scientific approach should be evolved, for achieving efficiency, economy, rationalisation and better productivity of the services and the Ports and Clause 20.3 states that during the currency of the settlement viz. the period as indicated earlier, no other demand, including additional financial implications will be raised. As such, the said Trust has said that the demand for the said allowance, within the currency of the said settlement, was neither proper nor valid. On due consideration, it appears that the currency of the said settlement has expired on January 1, 1993 or thereafter.

9. In answer to the statements as contained in the respective paragraphs of the Written Statements of the said Union, the said Trust has correspondingly referred to their statements as indicated earlier and further, claimed amongst others, that the said workmen are not entitled to the said allowance, because of the nature of their job, which again according to them, involved no hazards. The claim of the said Union was stated to be unreal, not maintainable and authorised or justified. There was a Rejoinder to the Written Statement of the said Trust, filed by the said Union, on July 10, 1991. I am not referring to the statements as contained therein, as they are really covered by the earlier statements, justifications and reasons as put forward.

10. On the basis of the evidence of WWs. 1 and 2, no definite opinion can be formed, in respect of the rates, the said Union has claimed for the said workmen and their helpers and WW-2 has only stated that the Chipping and Painting workers, who work for cleaning, were getting Rs. 1.60p per day, but, he was not aware of their present receipts, WW-1's evidence is also silent on this point. But, on the basis of evidence as adduced and available, it is evident, the jobs of the said workmen, are equally hazardous and if not more than the employees involved in Reference No. 26 of 1975, although a faint suggestion, contrary to the claim of the said workmen, was made. On the basis of the evidence, as tendered and made available, it cannot be doubted or disputed that the said workmen, do perform jobs involving hazards and their working hazards, can be equally compared with the other group of employees as involved in the said Reference No. 26 of 1975. Thus, the said workmen should be entitled to the said allowance and at the same rates, as are being paid to those employees in the said Reference, effective from the date of publication of this Award under the provisions of the said Act.

11. Now, I shall have to deal with and dispose of the other exceptions, as to the maintainability of the Reference, during the pendency of the settlement in Ext. M-1. There is no doubt that the said Settlement as arrived at was binding on the parties till January 1, 1993 and the dispute, on being conciliated, was referred for adjudication, during the pendency of the same. As it is, the espousal of such dispute at the relevant time, perhaps appeared apparently to be not maintainable, but on further and closer scrutiny, such objections, would appear to be of no effect. From Exhibits W-1, W-2, W-3, W-4, W-5, W-6, W-7, W-8, W-9 and W-10, it will appear that during the operation of the said Settlement Ext. M-1, dispute over the present issue was raised, claiming the same to be not covered by Ext. M-1 and even then, such cause of the said Union were entertained by the said Trust, as they also entered into correspondences and if not more, but at least in some occasions, they informed the matter to have been referred to the higher authorities, for their consideration. Thus, at least there was tacit representation by the said Union that there was such a dispute, with which we are concerned in this case, which required consideration. As such, the dispute as referred, in my view, cannot be claimed to be unauthorised and not justified, as claimed. In this case, during the pendency of Ext. M-1, there was admittedly, a charter of demand Ext. W-4 and a meeting held, as appears from Ext. W-5 and the said Charter of demand, may be considered as an act to terminate the settlement Ext. M-1, or at least

an expression of opinion that the said workmen are not bound by the same, following the observations in the case of *Workmen of Western India Watch Co. Ltd., Vs. The Western Indian Match Co. Ltd.*, 1962 F.L.R. 129, since there is no form or mode prescribed, for termination of a settlement in the said Act. The act or action as above, may be treated, as mentioned earlier, a tacit representation, showing the intention and desire of a party to such Settlement, not to be bound by the same, the more so when, such representation was adhered to and entertained by the said Trust, without duly raising such point as indicated now. So, the submissions of the said Trust, on the binding nature and character of Ext. M-1, as raised by way of preliminary objection to the maintainability of the Reference, should fail. In the case mentioned above, it has been observed that representation and presentation of a character of demand may amount to notice of termination of settlement.

12. On the pleadings and evidence, it was claimed and contended on behalf of the said Trust that the jobs of Boiler makers and cleaners were different and there was no likeness of their jobs. That may be, but even then, it cannot be denied and disputed or doubted and that too, on the basis of evidence as available that the jobs of the said workmen, do involve some hazards, for which, the workmen in Reference No. 26 of 1975 have received and are receiving the said allowance and as such, I fail to understand, why for the admitted hazards which the said workmen are facing, they should not also be paid the said allowance? It is also true and as submitted by the said Trust that the jobs of the above two classes of employees were and are different, but that will not mean that the jobs of the said workmen are not hazardous. The receipt of uniforms by the said workmen will not bar them, from claiming the said allowance, for the hazard, they are required to face, in performing their jobs. Their claim for the said allowance, to my mind, is thus justified.

13. On the basis of the pendency of Ext. M-1 and in support of their contentions as indicated earlier, regarding the non-maintainability of the Order of Reference, reference was first made, on behalf of the said Trust, to the case of *Shukla Mansata Industries Pvt. Ltd. -Vs-Workmen*, 1977 (2) 111 339, where the question was, whether notice of termination of Settlement can be given only after expiry of a Settlement and it has been held that there is no legal bar to give advance notice of intimation of intention to terminate the settlement, provided the contractual or statutory period of settlement is not thereby affected or curtailed. It has further been indicated that only where, the notice expires within the period of operation of settlement, such a notice will be invalid. While on the point, the next case, to which reference was made, was the case of *Indian Oil Corporation Ltd. & etc.-Vs-Joint Chief Labour Commissioner and Appellate Authority & Ors.* 1990 Lab I.C. 871, which was a determination of the Delhi High Court, on sections 4 and 10(2) of the Industrial Employment (Standing Order) Act 1947. To my mind, this case has no application in this case. Further, a reference was also made to the case of *Giriraj Sharma Vs. Union of India Ors.*, 1989 (59) F.L.R. 339. The above cases were really cited in support of the contentions that because of the admitted pendency of Ext. M-1 i.e. the settlement, the dispute as raised and referred for adjudication, was not justified. The said Trust further submitted that the said workmen, who are 3rd in the hierarchy, do not perform the jobs of cleaning. From the correspondence as produced, so also from Ext. M-1, it is not clear and explicit, if the claim of the said workmen as in this case at all involved or covered by Ext. M-1.

14. The submissions of Sri Saha, appearing for the said Union are really mentioned in and covered by my discussions and findings as indicated earlier. He further indicated that Ext. M-1 or the terms of settlement mentioned there, do not cover demands as in this case or as raised by the Charter of demand as filed and as such, the cases as cited above, will have no application.

15. On the basis of the discussions and findings on evidence, there is thus no doubt that the duties performed by the said workmen, do involve hazards, for which they will also be entitled to the said allowance, effective from the date and period as mentioned in paragraph 10 above and also at

the rate at which the workmen concerned in Reference No. 26 of 1975 are receiving, as apart from such evidence, there was no definite and specific rate, proved in this case.

16. This Reference thus succeeds to the extent as indicated and is answered in the affirmative and in favour of the said workmen.

17. This is my Award.

Dated, Calcutta.

The 28th July, 1993.

MANASH NATH ROY, Presiding Officer

नई दिल्ली 13, अगस्त, 1993

का. आ. 1877.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कृष्णा अब्रख खान के प्रबन्धनत्व में संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार 12-8-93 को प्राप्त हुआ था।

[एल—28012/3/85—डी III(बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Krishna Abrakh Khan and their workmen, which was received by the Central Government on 12th August, 1993.

[No. L-28012/3/85-D.III(B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 346 of 1986

PARTIES:

Employers in relation to the management of Krishna Abrakh Khan of M.s. Charki Mica Mining Company Limited, P.O. Kodarma, District Hazaribagh

AND

Their workmen.

APPEARANCES:

On behalf of the workmen—None.

On behalf of the employers—None.

STATE: Bihar.

INDUSTRY: Mica.

Dhanbad, the 30th July, 1993

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of 1844 GI/93

the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-28012/3/85-D-III(B), dated, the 13th October, 1986.

SCHEDULE

"Whether the action of the management of Krishna Abrakh Khan of M.s. Charki Mica Mining Co. Ltd. P.O. Kodarma, District Hazaribagh in retiring Shri Kishan Prasad Saw. Darwan before reaching the age of superannuation and not making him full payment, is legal and justified? If not, to what relief is the concerned workman entitled?"

2. This reference is pending since 1986. From the different order sheets it appears that none of the parties ever put their appearance inspite of several adjournment nor they filed W.S. It also transpires that notices were also sent twice under registered cover for appearance and filing W.S. but it was of no use. I further find that a petition was received duly signed by the representative of the workmen namely Shri Ramadhari Singh and also signed by Shri M. P. Singh on behalf of the employers stating therein that the said dispute has already been settled between the union and the management long ago on 24th November, 1986. It was requested that the above dispute may kindly be treated as withdrawn. In the circumstances of the case 'No dispute' Award is passed.

B. RAM, Presiding Officer

नई दिल्ली, 13 अगस्त, 1993

का.आ. 1878.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईस्टर्न मैंगनीज एण्ड मिनेरल्स लिमिटेड के प्रबन्धनत्व में संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-93 को प्राप्त हुआ था।

[एल—27011/3/85-डी III (बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 13th August, 1993

S.O. 1878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Eastern Manganese & Minerals Ltd., and their workmen, which was received by the Central Government on 12th August, 1993.

[No. L-27011/3/85-D.III(B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 355 of 1986

PARTIES:

Employers in relation to the management of M.s. Eastern Manganese and Minerals Limited, P.O. Kodarma, District Hazaribagh

AND

Their workmen.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employers—None.

STATE : Bihar.

INDUSTRY : Mica.

Dated, Dhanbad, the 30th July, 1993

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-27011(3)/85-D.III(B), dated, the 11th November, 1986.

SCHEDULE

"Whether the action of the management of M/s. Eastern Manganese & Minerals Limited, P.O. Koderma, District Hazaribagh Owners of Bandorchua, Sugi and Teara Mica Mines in denying wages for the period of illegal lock out from 20th July, 1984 to 9th August, 1984 is legal and justified? If not, to what relief are the workmen concerned entitled?"

This reference is pending since 1986. None of the parties ever appeared nor they filed any W.S. I find that a letter was received from Bhuneshwar Singh, President, Ayodyogik Abhikh Karamchari Sangathan under registered cover stating therein to withdraw the dispute raised by the union for the reasons recorded in the petition itself. In the circumstances 'no dispute' award is passed.

B. RAM, Presiding Officer

नई दिल्ली, 16 अगस्त, 1993

का. आ. 1879.—भारतीय रेल अधिनियम, 1890 (1890 का 9) के अधीन बनाए गए रेल कर्मचारी (नियोजन के घण्टे) नियम, 1961 के नियम 4(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्रम मंत्रालय के संयुक्त सचिव, श्री अभीक घोष को उक्त नियम के तहत अपील सुनने के लिए अपील प्राधिकारी के रूप में अधिसूचित करती है।

[फा. सं. एस.-66012/7/93 आई एस एच-1]

राम तिलक पाण्डे, उप सचिव

New Delh, the 16th August, 1993

S.O. 1879.—In exercise of the powers conferred by rule 4(2) of Railway Servants (Hours of Employment) Rules, 1961 under the Indian Railway Act, 1890 (9 of 1890), the Central Government hereby notifies Shri Abhik Ghosh, Joint Secretary in the Ministry of Labour as Appellate Authority to hear Appeals under the said Rules.

[F. No. S-66012/7/93-ISH.1]

R. T. PANDEY, Dy. Secy.

दिल्ली विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 26 अगस्त, 1993

का.आ. 1880.—केन्द्रीय सरकार का दिल्ली की मुख्य योजना/क्षेत्रीय विकास योजना में निम्नलिखित संशोधन करने का प्रस्ताव है, जिसे जनता की जानकारी के लिए एतद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के सम्बन्ध

में यदि किसी व्यक्ति को कोई आपत्ति हो/कोई सुझाव देना हो तो तो वह अपनी आपत्ति/सुझाव लिखित रूप में इस सूचना के जारी होने की तारीख से 30 दिनों की अवधि के अन्दर सचिव, दिल्ली विकास प्राधिकरण, विकास सदन "बी" ब्लॉक आई. एन. ए., नई दिल्ली को भेज सकता है। आपत्ति करने/सुझाव देने वाले व्यक्ति को अपना नाम और पता भी अवश्य देना चाहिए।

संशोधन :

1. प्लानिंग डिविजन "एफ" उपजोन एफ-4- (सफदरजंग क्षेत्र) में पड़ने वाले और उत्तर में रिंग रोड (60 मीटर चौड़े) पूर्व में फैंट्री रोड (22.86 मी०) एवं सफदरजंग अस्पताल, दक्षिण में सफदरजंग अस्पताल के प्रस्तावित विस्तार और पश्चिम में ट्रामा सेन्टर एवं विद्यमान पेट्रोल पम्प से घिरे हुए लगभग 1.21 हेक्टेयर (2.99 एकड़) क्षेत्र के भूमि उपयोग को सार्वजनिक और श्रद्धेसार्वजनिक सुविधाओं से "आवासीय" में परिवर्तित किया जाना प्रस्तावित है।

2. प्लानिंग डिविजन "एच" उप जोन एच-6 (शालीमार बाग) क्षेत्र में पड़ने वाले और उत्तर-पूर्व में स्थानीय विपणन केन्द्र और जिला पार्कों, उत्तर-पश्चिम में विद्यमान जिला पार्कों, दक्षिण-पूर्व में जिला पार्कों, और दक्षिण पश्चिम में 30 मी० चौड़ी सड़क और आयुर्वेदिक अस्पताल से घिरे हुए लगभग 6.57 हेक्टेयर (16.25 एकड़) क्षेत्र, के भूमि उपयोग को "मनोरंजनात्मक" से "आवासीय" में परिवर्तित किया जाना प्रस्तावित है।

3. उपजोन "जी-2" (नारायणा औद्योगिक क्षेत्र) में पड़ने वाले और दक्षिण-पूर्व में 30 मी. चौड़ी सड़क, उत्तर-पश्चिम में औद्योगिक भूखण्डों उत्तर पूर्व में 18 मी. चौड़ी सड़क और दक्षिण-पश्चिम में 9 मी. चौड़ी सड़क और औद्योगिक भूखण्डों से घिरे हुए लगभग 0.475 हेक्टेयर (5681.65 वर्ग गज क्षेत्र), के भूमि उपयोग को निम्न शर्त पर " औद्योगिक उपयोग" से "व्यावसायिक उपयोग" (टियर-4) में परिवर्तित किया जाना प्रस्तावित है।

(1) व्यावसायिक उपयोग केवल सहायक सुविधाओं की व्यवस्था के लिए टियर-4 तक प्रतिबंधित होगा। परिवर्तन प्रभारों के लिए वजीरपुर औद्योगिक क्षेत्र में लागू सूत्र को यहां भी लागू किया जाए।

(2) विकास नियंत्रण मानक भवन उपविधि के अनुसार पार्किंग के लिए तहखाने, सार्वजनिक सुविधाओं की अनुमति प्रदान की जाए—लागू होंगे।

2. प्रस्तावित संशोधन को दर्शाने वाला नक्शा निरीक्षण के लिए उप निदेशक, मुख्य योजना अनुभाग, विकास मीनार, छोटी मंजिल, आई पी एस्टेट, नई दिल्ली के पास उपयुक्त अवधि के दौरान सभी कार्य-दिवसों में उपलब्ध रहेगा।

[सं. एफ 16 (II) 91-एमपी]

रणबीर सिंह, सचिव

DELHI DEVELOPMENT AUTHORITY
PUBLIC NOTICE

New Delhi, the 26th August, 1993

S.O. 1880.—The following modifications which the Central Government proposes to make in the Master Plan/Zonal Development Plan for Delhi, are hereby published for public information. Any person having any objection/suggestion with respect to the proposed modifications may send the objections/suggestion in writing to the Secretary, Delhi Development Authority, Vikas Sadan, 'B' Block, I.N.A., New Delhi, within a period of thirty days from the date of issue of this notice. The person making the objection/suggestion should also give his name and address.

MODIFICATIONS :

1. "The land use of an area, measuring about 1.21 ha. (2.98 acres), falling in planning division 'F' sub-zone F-4 (Safdarjung Area) bounded by Ring Road (60 mtrs. wide) in the North, Factory Road (2.36 mtrs.) and Safdarjung Hospital in the East proposed extension of Safdarjung hospital to the South and Trama Centre and existing petrol pump in the West, is proposed to be changed from 'public and semi-public facilities to 'residential'."

2. "The land use of an area, measuring about 6.57 ha. (16.25 acres), falling in planning division 'H' sub-zone H-6 (Shalimar Bag Area) bounded by local shopping and district parks in the North-East, existing district parks in the North-West, district parks in the South-East and 30 mtrs. wide road and Ayurvedic Hospital in the South-West, is proposed to be changed from 'recreational' to 'residential'."

3. "The land use of an area measuring 0.475 ha. (5681.65 sq. yds.), falling in sub-zone G-2 (Naraina Industrial Area) bounded by 30 mts. wide road in the South-East, Industrial plots in the North-West, 18 mtrs. wide road in the North-East and 9 mtrs. wide road and Industrial plots in the South-West, is proposed to be changed from 'industrial use' to 'commercial use' (Tier-IV), subject to as follows :—

- (i) The commercial use will be restricted to tier-IV providing for only ancillary support facilities. The same formula for conversion charges as in case of Wazirpur Industrial Area may be applied here also.
- (ii) The development control norms will be as per the building-bye-laws in force—basement for parking, public conveniences be allowed."

2. The plan indicating the proposed modification will be available for inspection at the office of the Deputy Director, Master Plan Section, 6th Floor, Vikas Minar, I.P. Estate, New Delhi, on all working days within the period referred above.

[No. F. 16(11)/91-MP]

RANBIR SINGH, Secy.

